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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----x

LUISA ESPOSITO,

Plaintiff,

v.

109446/06

ALLEN H. ISAAC, Individually and as
a partner of GLADSTEIN & ISAAC,
HARVEY GLADSTEIN, Individually and
as a partner of GLADSTEIN & ISAAC,
GLADSTEIN & ISAAC, ARTHUR POLLACK,
Individually and as a partner of
POLLACK, POLLACK, ISAAC & DE CICCICO,
LLP, CONRAD POLLACK, individually and
as a partner of POLLACK, POLLACK,
ISAAC & DE CICCICO, LLP, BRIAN J. ISAAC,
Individually and a partner of POLLACK,
POLLACK, ISAAC & DE CICCICO, LLP and
POLLACK, POLLACK, ISAAC & DE CICCICO, LLP
and POLLACK, POLLACK, ISAAC & DE CICCICO,
LLP,

Defendants.

-----x

November 19, 2012

10:10 a.m.

Deposition of HARVEY GLADSTEIN, a
Defendant, taken by Plaintiff, pursuant to
notice, at the offices of EPSTEIN, BECKER &
GREEN, 250 Park Avenue, New York, NY, 10177,
before Elizabeth W. Cruz, a Registered
Professional Reporter and Notary Public of
the State of New York.

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APPEARANCES :

THE JONES LAW GROUP, LLC

Attorneys for Plaintiff

200-15 Linden Boulevard

St. Albans, NY 11412

BY: ANDREW P. JONES, ESQ.

GORDON & REES, LLP

Attorneys for Defendant Allen Isaac

90 Broad Street - 23rd floor

New York, NY 10004

BY: JOSHUA HURWIT, ESQ.

EPSTEIN, BECKER & GREEN

Attorneys for Defendant Harvey Gladstein

250 Park Avenue

New York, NY 10177

BY: TRAYCEE ELLEN KLEIN, ESQ.

PRESENT :

Luisa Esposito

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STIPULATIONS

IT IS HEREBY STIPULATED, by and between the attorneys for the respective parties hereto, that:

All rights provided by the C.P.L.R., and Part 221 of the Uniform Rules for the Conduct of Depositions, including the right to object to any question, except as to form, or to move to strike any testimony at this examination is reserved; and in addition, the failure to object to any question or to move to strike any testimony at this examination shall not be a bar or waiver to make such motion at, and is reserved to, the trial of this action.

This deposition may be sworn to by the witness being examined before a Notary Public other than the Notary Public before whom this examination was begun, but the failure to do so or to return the original of this deposition to counsel, shall not be deemed a waiver of the rights provided by Rule 3116, C.P.L.R., and shall be controlled thereby.

The filing of the original of this

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deposition is waived.

IT IS FURTHER STIPULATED, a copy of this examination shall be furnished to the attorney for the witness being examined without charge.

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Gladstein

H A R V E Y G L A D S T E I N, a Defendant
herein, residing at 45 Sutton Place South,
New York, New York, 10022, having first been
duly sworn by the Certified Shorthand
Reporter and Notary Public, was examined and
testified as follows:

EXAMINATION BY

MR. JONES:

Q. Good morning, Mr. Gladstein. My
name is Andrew Jones. I am the attorney for
the plaintiff Luisa Esposito in this case.
I am going to be asking you a series of
questions regarding this case.

I ask that you give verbal
responses to the questions so that the court
reporter can take down the questions and your
answers because she cannot take down nods and
gestures on any nonverbal responses.

You are here today pursuant to a
Court order or a subpoena?

MS. KLEIN: Objection.

You can answer, if you know.

A. I am here because of a notice and,
I assume, a Court order, if you are saying

1 Gladstein

2 there was one. I didn't see it.

3 Q. Okay. State your name, please,
4 for the record, again.

5 A. Harvey Gladstein.

6 Q. No middle initial?

7 A. No middle initial.

8 Q. Could you give me your date of
9 birth?

10 A. December 16, 1927.

11 Q. What do you do for a living?

12 A. I am an attorney.

13 Q. Where did you go to college?

14 A. City College of New York.

15 Q. What year did you graduate?

16 A. 1949.

17 Q. What was your major, if you know?

18 A. Business.

19 Q. Did you go to law school
20 afterwards?

21 A. I went to law school, starting in
22 1953 at night, graduating in 1957.

23 Q. Which law school did you go to?

24 A. Brooklyn Law School.

25 Q. Did you take the bar?

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Gladstein

A. Yes.

Q. What year were you admitted?

A. 1957.

Q. What state were you admitted in?

A. New York.

Q. Are you admitted to practice law in any other state?

A. No, but I am admitted to practice law before the United States Supreme Court.

Q. Any other Federal jurisdictions?

A. The Eastern District and Southern Districts of New York.

Q. Are you married, sir?

A. Yes. My wife died in 2005.

Q. I am sorry to hear that.

Do you have children, sir?

A. Two remaining. I lost my younger daughter.

Q. I am sorry to hear that.

A. In 2007.

Q. I am sorry. My son is disabled so I feel for you.

What is the name of your two remaining children, please?

1 Gladstein

2 A. Bruce Gladstein and Jane

3 Gladstein.

4 Q. Jane?

5 A. Jane.

6 Q. Their ages please, respectively?

7 A. Bruce is 58, Jane is 56.

8 Q. Subsequent to graduating, prior to
9 graduating law school, where did you work and
10 subsequent to?

11 A. Consolidated Mutual Insurance
12 Company in Brooklyn.

13 Q. Just let me finish the question,
14 please.

15 You went to law school at night
16 you just testified to?

17 A. That's right.

18 Q. So you worked during the time that
19 you went to law school?

20 A. That's correct.

21 Q. Where did you work during law
22 school years?

23 A. Consolidated Mutual Insurance
24 Company in Brooklyn.

25 Q. What did you do there?

1 Gladstein

2 A. Started off as a Trainee Claims
3 Investigator, held a variety of positions for
4 the sixteen years I was there, the last four
5 years of which I was a vice president.

6 Q. Vice president of the entire
7 Consolidated Mutual Insurance Company?

8 A. Of several divisions.

9 Q. Can you tell me those divisions,
10 please?

11 A. At one time it was one of the Vice
12 Presidents in Claims and Legal, and for the
13 last two years I was Administrative Vice
14 President of the Underwriting Department.

15 Q. After you left Consolidated
16 Mutual, what did you do?

17 A. I opened up my own law office.

18 Q. What was the name of that law
19 practice?

20 A. Harvey Gladstein.

21 Q. The Law Offices of Harvey
22 Gladstein?

23 A. The Law Offices of Harvey
24 Gladstein.

25 Q. What year was that?

1 Gladstein

2 A. 1965.

3 Q. When you opened your office in
4 1965, were you the solo practitioner?

5 A. Yes.

6 Q. What areas of practice did you do
7 in 1965?

8 A. Primarily the defense work for
9 insurance companies.

10 Q. Any non defense work for insurance
11 companies?

12 A. Occasionally I would handle a
13 plaintiff's case.

14 Q. Besides the defense work and some
15 personal injury, any other areas?

16 A. No.

17 Q. How long were you solo?

18 A. A year, little over a year.

19 Q. What happened after the year?

20 A. Well, what happened after a year
21 is I decided I was spending too much time in
22 the courts which I didn't like to do, knowing
23 what I had waiting for me at the office and I
24 wasn't happy wasting a lot of time in court.

25 So, I approached Allen Isaac who I knew who

1 Gladstein

2 worked at the insurance company, plus a good
3 part of the time that I was there, and I knew
4 him to be a very capable trial lawyer at the
5 company, and I asked him if he would be
6 interested in being in the company and
7 joining me, and we discussed it over a period
8 of a couple of months and he said yes, and in
9 November of 1966 we became partners.

10 Q. Did the name of the law firm
11 change at that point?

12 A. Yes, it did.

13 Q. What was the name of the law firm?

14 A. Gladstein & Issac.

15 Q. When you opened, it was just you
16 and Mr. Issac were the attorneys?

17 A. No. I believe one other attorney
18 who had started to work for me part-time, who
19 later became a full time attorney by the name
20 of Melvin Mitzler, M I T Z L E R.

21 Q. One second please, say that again
22 please? M I T Z --

23 A. -- L E R.

24 Q. When you started Gladstein &
25 Issac, did the mix of areas of practice of

1 Gladstein

2 your business stay the same?

3 A. Stayed the same, yes.

4 Q. So, Gladstein and Issac was
5 primarily a defense insurance company?

6 A. Defense firm for insurance
7 companies and self insureds.

8 Q. Did you continue to do some PI
9 work?

10 A. Yes, occasionally.

11 Q. Can you tell me the approximate
12 percentage?

13 A. 90 percent defense work. 10
14 percent including defense work was concerning
15 insurance coverage disputes which I was quite
16 expert in.

17 Q. Can you explain exactly what that
18 is?

19 A. There are disputes sometimes
20 between companies as to whether or not
21 coverage exists and to what extent, and there
22 are very often disputes between insurance
23 carriers and their insureds as to whether or
24 not coverage exists.

25 Q. You brought in this lawsuit what

1 Gladstein
2 is called a declaratory judgment proceeding?

3 MS. KLEIN: In this lawsuit?

4 There is no foundation.

5 A. In this particular lawsuit, no.

6 Q. I am sorry, you are correct.

7 Withdrawn.

8 At some point you are here because
9 of this lawsuit.

10 A. Right.

11 Q. When this lawsuit was filed, did
12 you file a separate lawsuit?

13 MS. KLEIN: Objection to the form
14 of the question.

15 Q. Did you file a separate lawsuit
16 regarding this lawsuit?

17 A. Yes.

18 Q. And that lawsuit was called a
19 declaratory judgment?

20 A. I sought a declaratory judgment
21 action against an insurance carrier.

22 Q. Which you just said you were
23 expert at for your own practice?

24 A. Yes.

25 Q. Because you have to leave early,

1 Gladstein

2 due to the issues with Sandy and flooding to
3 your office, we were going to try to finish
4 this in two days, but I can't guarantee that,
5 given that you have to leave, okay?

6 (Two documents were marked as
7 Plaintiff's Exhibit 1.)

8 MS. KLEIN: Is this one document?

9 MR. JONES: That is one document.

10 MS. KLEIN: You have to lay a
11 foundation to use it with this witness.
12 This isn't addressed to him, nor is his
13 name on it.

14 MR. JONES: This is one of the
15 exhibits that I am dealing with.
16 Anyway, no problem.

17 MR. HURWIT: It appears to be some
18 sort of a settlement communication, so I
19 would object to its' admissibility.

20 MR. JONES: It is the exhibit
21 already.

22 MS. KLEIN: So why don't you take
23 out what you want.

24 MR. JONES: All right.

25 MS. KLEIN: Do you want that as

1 Gladstein

2 the exhibit?

3 MR. JONES: Yes. We'll re-mark
4 this as Exhibit 1.

5 (Action against Philadelphia
6 Indemnity Company was re-marked as
7 Plaintiff's Exhibit 1.)

8 MR. HURWIT: Let me just briefly
9 scan it.

10 (Pause.)

11 Q. Mr. Gladstein, I've just shown
12 your attorney this document. Could you tell
13 me what this is, please?

14 MS. KLEIN: If he knows, if you
15 establish a foundation.

16 MR. JONES: If he knows.

17 A. This is the action that I brought
18 against the Philadelphia Indemnity Company.

19 Q. Was there a dispute as to coverage
20 of your insurance company?

21 A. There was, as to that particular
22 insurance company.

23 Q. Right. Did you have any other
24 coverage issues with a Chubb Insurance?

25 A. No.

1 Gladstein

2 Q. Okay.

3 MR. HURWIT: I am sorry --

4 A. Although they may own Philadelphia
5 Indemnity. It could be one of their other
6 companies but Chubb, as such, was a General
7 Liability Carrier and also our Employees
8 Wrongful Acts Carrier.

9 Philadelphia Indemnity was a Legal
10 Malpractice Carrier.

11 Q. So Chubb was your Wrongful Acts
12 Carrier and Philadelphia was your Legal --

13 MS. KLEIN: His testimony was
14 Employee Wrongful Acts not Wrongful
15 Acts.

16 MR. JONES: I am sorry, I stand
17 corrected.

18 MS. KLEIN: I just don't want the
19 record to be unclear.

20 Q. Could you tell me what happened as
21 a result of this lawsuit?

22 MS. KLEIN: Objection to form.
23 Objection to the form, you can answer.

24 A. I was successful at the Supreme
25 Court level. I was affirmed five to nothing

1 Gladstein

2 at the Appellate level. The Appellate
3 Division refused to allow Philadelphia to go
4 up to the Court of Appeals.

5 Q. And as a result of the lawsuit,
6 what happened?

7 A. Philadelphia, Philadelphia's
8 coverage was made applicable to this matter.

9 Q. As a result of the coverage, what
10 do you get from that?

11 A. The proceeds of that insurance
12 policy are there to protect me individually
13 and the firm, not Mr. Issac.

14 The action was not brought on his
15 behalf, it was brought on behalf of the firm
16 and on my behalf.

17 Q. As a result of that, they will pay
18 part of your defense to this lawsuit?

19 A. Mine and the firm's, not Mr.
20 Issac.

21 Q. Is there a policy limit for
22 National Indemnity?

23 A. For Philadelphia Indemnity.

24 Q. I am sorry.

25 A. Yes, 5 million dollars.

1 Gladstein

2 Q. I have highlighted a portion of
3 the Court order on page 5.

4 MR. HURWIT: Just so the record is
5 clear, we are talking about page 5 of
6 Exhibit 1.

7 MS. KLEIN: Also, I am not going
8 to let the witness testify to this.
9 This is a decision and order that is not
10 written by the witness.

11 If you want to read a sentence in,
12 sure, I am happy to, but I won't let him
13 testify to --

14 MR. JONES: Okay, it is just a
15 simple thing I want to address.

16 Q. On page 5 of exhibit 1, there is a
17 paragraph that reads "Plaintiff's" -- the
18 plaintiff here is addressed as "Gladstein &
19 Issac secured a defense in the underlying
20 action under the insured's policy insured by
21 Chubb Insurance Group of Insurance Companies
22 (CHUBB)."

23 MS. KLEIN: Do you want to ask him
24 if that's what it says? Do you want him
25 to read it into the record?

1 Gladstein

2 MR. JONES: Yes.

3 MS. KLEIN: Again, this is not the
4 witness' document.

5 A. "Plaintiff secured a defense in
6 the underlying action under an insurance
7 policy issued by Chubb Insurance group of
8 insurance companies.(CHUBB)"

9 Q. So, you are also being insured by
10 Chubb?

11 MS. KLEIN: Objection to the form
12 of the question. Are you connecting it
13 to this?

14 MR. JONES: Yes.

15 MS. KLEIN: Do you want to know if
16 this is accurate?

17 MR. JONES: Yes.

18 MS. KLEIN: You can ask the
19 witness if he agrees --

20 MR. JONES: I was going to get to
21 that.

22 Q. Are you being insured by Chubb?
23 Do you agree with the statement?

24 A. Yes, I agree with that.

25 MR. JONES: Thanks for the help,

1 Gladstein

2 counselor, but I was going to get to it.

3 Q. What is the policy limit from
4 Chubb?

5 A. The Chubb policy had a one million
6 dollar limit, which included legal fees,
7 defense fees being charged to the one
8 million.

9 Q. So, when Chubb pays for your legal
10 defense, they deduct it from --

11 A. From the million dollar coverage.

12 Q. That same fact is now true of
13 Philadelphia Indemnity?

14 A. It is not true of Philadelphia
15 Indemnity.

16 Q. Chubb insures who, exactly, in
17 this lawsuit?

18 A. In this lawsuit, Chubb is
19 apparently paying for Mr. Isaac's defense,
20 plus the defense of the firm and my defense.
21 Philadelphia Insurance Company's coverage is
22 applicable only to me and to the firm, not to
23 Mr. Issac.

24 The action I brought was not on
25 behalf of Mr. Issac.

1 Gladstein

2 Q. Are there any other insurances
3 insuring you, your law firm or Mr. Issac
4 individual or collectively?

5 A. Yes.

6 Q. Could you tell me who they are?

7 A. Traveler's Insurance Company was
8 the firm's excess carrier.

9 Q. Did they have a primary coverage?

10 A. They were -- no, not primary.
11 They had -- yes, they were primary, I am
12 sorry, on the package policy. They had
13 initially refused to defend, though they were
14 not obligated to provide the legal defense,
15 but they indicated that they would defend me
16 and the firm but not Mr. Issac, Traveler's,
17 who was the excess carrier.

18 Q. Did they have a primary coverage
19 of one million dollars?

20 A. Primary coverage of one million.

21 Q. Did they have an excess coverage
22 of --

23 A. Total coverage, Traveler's total
24 coverage was \$10 million.

25 (9 page letter dated April 15,

1 Gladstein

2 2011 to Mr. Harvey Gladstein from Traveler's
3 Insurance Company was marked as Plaintiff's
4 Exhibit 2.)

5 (8 page letter dated October 26,
6 2011 to Mr. Harvey Gladstein from Traveler's
7 Insurance Company (missing the signature
8 page) was marked as Plaintiff's Exhibit 3.)

9 Q. Mr. Gladstein, I have a letter
10 here marked as exhibit 2. Could you just
11 identify it, please?

12 A. I recall receiving this letter,
13 yes.

14 Q. Are you testifying that you do
15 recall receiving this letter?

16 A. Yes.

17 Q. Could you tell me in sum and
18 substance what is this letter?

19 MS. KLEIN: Objection just to the
20 extent that the document speaks for
21 itself.

22 MR. JONES: He is an expert.

23 MS. KLEIN: But he is not
24 testifying as an expert. He didn't
25 write the letter.

1 Gladstein

2 MR. JONES: It is addressed to
3 him. He did say that he received it and
4 I am asking him just to say in sum and
5 substance what it said.

6 A. You highlighted the portions of
7 the letter that would be applicable.
8 Traveler's indicated that it would provide
9 coverage to the firm, to me and to Mr. Issac
10 for the negligent causes of action under the
11 2004-2005 policy, but will provide coverage
12 to me and the firm only under the 2006-2007
13 portion of the policy.

14 Q. Thank you. Your previous
15 testimony, before the letter, was that Mr.
16 Allen Issac was not covered under the
17 Traveler's, but you now just read that he was
18 covered?

19 A. He was covered apparently under
20 the 2004 and 2005 policies, but he was not
21 going to be covered under the 2006 and 2007
22 policies because he was not a named insured.

23 Q. Unfortunately this is missing a
24 signature page.

25 If your lawyer will allow me to

1 Gladstein

2 have you identify it, if she has an
3 objection --

4 MS. KLEIN: My only objection is,
5 again, one, that this witness didn't
6 write the document, it is incomplete.

7 I understand you don't know where
8 it is or if it existed --

9 MR. JONES: It is probably a
10 copying mistake.

11 MS. KLEIN: It may well be, unless
12 you can have the witness, if he knows
13 whether or not those are consecutive
14 pages to this document.

15 Again, I don't know what that
16 document is.

17 MR. JONES: Okay.

18 Q. Before I address that letter,
19 Plaintiff's 2, was it addressed to you?

20 A. This was addressed to me, yes.

21 Q. The date on that letter is?

22 A. April 15, 2011.

23 Q. I have here another letter from
24 Traveler's dated October 26, 2011 addressed
25 to Harvey Gladstein & Partners.

1 Gladstein

2 Can you just identify it, please?

3 A. Basically with the letter of
4 October 26, they are basically withdrawing
5 their coverage for Mr. Issac.

6 Q. Back to, that was Plaintiff's 3,
7 the October 26, 2011 letter which you just
8 testified to. I am going back to Plaintiff's
9 2, the April 15, 2011 letter from Traveler's
10 Insurance Company.

11 You indicated earlier in your
12 testimony that Traveler's has a 10 million
13 dollar excess coverage.

14 Could you read the paragraph
15 highlighted in blue where the green arrow is,
16 please?

17 A. "Traveler's Indemnity Company of
18 Connecticut provides commercial general
19 liability coverage under policy number
20 1N660-4026B218 in effect December 31, 2004
21 to December 31, 2005 in the amount of \$1
22 million.

23 "Traveler's Indemnity Company
24 provides commercial excess liability
25 (umbrella) coverage under policy number

1 Gladstein

2 ISFCUPO199Y130-IND-04 in effect 12-31-2004
3 to 12-31-2005 in the amount of \$10 million.

4 "The named insured on the policy
5 is Gladstein & Issac, Harvey Gladstein &
6 Allen Issac.

7 "Traveler's Indemnity Company of
8 Connecticut provides commercial general
9 liability coverage under policy number
10 1N660-1444C049 in effect 1-31-2006 to
11 1-31-2007 in the amount of one million
12 dollars.

13 "Traveler's Indemnity Company
14 provides commercial excess liability
15 (umbrella) coverage under policy number
16 CUP-3441Y432 in effect 1-31-06 to 1-31-07
17 in the amount of \$10 million.

18 "The named insured on the
19 2006-2007 policies is Harvey Gladstein &
20 Partners."

21 Q. So, for coverage purposes,
22 according to what you just read, isn't it a
23 fact, then, that you have a million dollars
24 primary coverage plus a \$10 million excess
25 coverage?

1 Gladstein

2 A. Yes.

3 MS. KLEIN: Objection to the form
4 of the question.

5 A. Yes.

6 Q. You indicated earlier that it was
7 \$10 million total, which would mean now it is
8 \$11 million total, is that correct?

9 A. Correct. It is not all applicable
10 to Mr. Issac.

11 Q. No, I know, but you did clear that
12 up though. I tried to write in my notes what
13 you said was coverage.

14 You testified earlier that you
15 started Gladstein & Issac in 1966 with Mr.
16 Issac.

17 MS. KLEIN: Objection, that's not
18 what the testimony said, but the record
19 speaks for itself.

20 MR. JONES: That's what my notes
21 say.

22 MS. KLEIN: That's not what he
23 testified.

24 Q. So when did Gladstein and Isaac
25 start then?

1 Gladstein

2 A. November 1966.

3 Q. All right. Fine.

4 MS. KLEIN: Counsel, just for the
5 record, I am not giving you a hard time.

6 MR. JONES: No, that's fine.

7 MS. KLEIN: You surmise some
8 things. You ask a series of questions
9 and yes, they ultimately led to that but
10 you are coming to that conclusion
11 rationally based on that. It is not
12 what the witness testified.

13 MR. JONES: You are doing your
14 job.

15 MS. KLEIN: No, I am not. That
16 is the difficulty in paraphrasing. The
17 record says what it says and ask the
18 question.

19 MR. JONES: Okay.

20 Q. In November of 1966, where was
21 Gladstein & Issac located?

22 A. 401 Broadway.

23 Q. How long did you stay there at
24 that address?

25 A. I believe we moved in 1971, late

1 Gladstein

2 1971 or early '72, I believe it was late '71
3 though.

4 Q. When you say 401 Broadway, that's
5 New York, New York, right?

6 A. New York, New York.

7 Q. Where did you move to after that?

8 A. 127 John Street which is now known
9 by a different address, but at that time it
10 was 127 John Street.

11 Q. Again, that's New York, New York?

12 A. New York, New York.

13 Q. And approximately 1971 --

14 A. Late 1971 I believe is what it
15 was.

16 Q. Where did you move to after that?

17 A. 110 Wall Street in November of
18 1979.

19 Q. Again that's New York, New York?

20 A. New York, New York.

21 Q. How long did you stay at 110 Wall
22 Street?

23 A. Until the firm was dissolved at
24 the end of January, 2006 and then my new firm
25 took over the space as of February 1, 2006.

1 Gladstein

2 Q. Was that an assignment of the
3 lease?

4 A. Yes.

5 Q. Your new firm is --

6 A. Was Harvey Gladstein and Partners.

7 Q. Is it currently Harvey Gladstein
8 and Partners?

9 A. No, as of September of last year,
10 September 19, it became Gladstein, Keane and
11 Partners.

12 Q. Gladstein and Issac in 1966,
13 November of 1966, when it was formed, who
14 were the partners?

15 A. Myself and Allen Issac were the
16 equity partners. We had other named partners
17 whose names were not in the firm name nor
18 were they equity partners.

19 Q. Okay, I will get to that in a
20 second. What is the difference between an
21 equity partner and a non equity partner?

22 A. A non equity partner has no
23 financial interest in the firm. They are
24 given the designation of partner out of
25 having earned the respect of the firm to be

1 Gladstein

2 designated as partner.

3 Q. You just testified earlier that
4 Gladstein & Issac was dissolved January 2006.
5 Prior to dissolution, who were the partners
6 of Gladstein & Issac?

7 A. Myself and Allen Issac. We were
8 the equity partners.

9 Q. Yes, I was going to get to that.
10 From 1966 to 2006, the equity
11 partners were always you and Mr. Issac?

12 A. That's correct.

13 Q. That is Harvey Gladstein and Allen
14 Isaac?

15 A. That's correct.

16 Q. At the time of dissolution, who
17 were the non equity partners of Gladstein &
18 Issac?

19 A. John Bruno, Dennis Karsch. I
20 think this was it.

21 Q. We are going to leave a space in
22 there should after you get the transcript,
23 should you want to add another person that
24 you didn't remember. You can do so.

25 A. Okay.

1 Gladstein

2

3

4

Q. Was Gladstein & Issac incorporated
5 or a limited liability could I or any form
6 of --

7

A. No.

8

MS. KLEIN: Objection to the form
9 of the question.

10

MR. JONES: No as to any form?

11

A. No, just partners.

12

13

Q. Based on your prior testimony,
14 would it be correct to say that you were
15 partners with Allen Issac for forty years?

16

A. 39 years plus.

17

Q. Gladstein & Isaac was in business,
18 though, for the whole time you were partners?

19

A. Yes.

20

Q. So that Gladstein & Isaac was 39
21 years plus?

22

A. Yes.

23

Q. You testified earlier that you met
24 Issac at Consolidated Mutual Insurance?

25

A. That's correct.

26

Q. And your rationale for choosing

1 Gladstein

2 him to be your partner was his skill as a
3 trial lawyer?

4 A. That is correct.

5 Q. Did Gladstein & Isaac in its 39
6 year plus history have a partnership
7 agreement?

8 A. We did have a partnership
9 agreement in the early years.

10 Q. How long did the agreement last?

11 A. I assume it lasted through the
12 entire partnership, since we never changed
13 it.

14 Q. Do you have a copy of that
15 agreement?

16 A. No. I don't have it with me. I
17 may be able to find it.

18 Q. Let me rephrase that.

19 Is there a copy available
20 anywhere?

21 A. There might well be in my office.
22 I would have to look for it though.

23 Q. That's the office that's been
24 flooded as a result of Sandy?

25 A. That's right.

1 Gladstein

2 MR. JONES: Plaintiff calls for
3 the production of the partnership
4 agreement of Gladstein & Isaac.

5 MS. KLEIN: I would note that
6 document discovery is closed in this
7 case. I believe we'll take it under
8 consideration.

9 MR. JONES: We are entitled to
10 anything as a result of the deposition.

11 Q. Did you manage the practice of
12 Gladstein & Isaac based on a partnership
13 agreement?

14 A. I did.

15 Q. You did?

16 A. I did.

17 Q. Did Mr. Issac manage the practice
18 based on the partnership agreement?

19 A. He ran the trial portion and
20 assigned lawyers who had to go to court or
21 handled depositions. But, other than that, I
22 ran the office.

23 Q. What was the ownership structure
24 of Gladstein & Isaac, and in that case that
25 would be the equity partners, is that

1 Gladstein

2 correct?

3 A. Right. 50 percent each.

4 Q. Just to rephrase, the non equity
5 partners had no ownership in the partnership.

6 A. That's correct.

7 Q. Who was the managing attorney at
8 Gladstein & Issac?

9 A. I was.

10 Q. In this capacity, did you manage
11 the day-to-day affairs of Gladstein & Issac?

12 A. I did.

13 Q. In another phrase, you would be
14 the administrative attorney?

15 MS. KLEIN: Objection to the form.

16 A. I was the managing partner.

17 Q. Mr. Issac had no managerial
18 responsibility for Gladstein & Isaac?

19 MS. KLEIN: Objection to the form.

20 A. He certainly had managerial
21 authority to the extent that we would consult
22 with certain things that I wanted or
23 recommended be done in the office or that he
24 wanted done with the office procedure-wise or
25 personnel-wise.

1 Gladstein

2 Q. You testified earlier that you
3 were a 50/50 partner between Harvey Gladstein
4 and Allen Issac.

5 If there was a dispute, how were a
6 tie then broken because of the ownership
7 structure?

8 MS. KLEIN: Objection, calls for
9 speculation.

10 Q. How did you resolve equally, if
11 Mr. Issac objected and you wanted to do
12 something, how was it resolved?

13 Was it the partnership that you
14 went to?

15 A. No, we would discuss it and
16 resolve it.

17 Q. Fair enough.

18 Were you an employee of Gladstein
19 & Isaac?

20 A. No. I was partner.

21 Q. When you say you were not an
22 employee, you did not take a salary?

23 A. I took a draw, I guess you would
24 call it, as partner. It was a set amount
25 that we would take each week. We had agreed

1 Gladstein

2 to advance as to what we felt was an
3 appropriate amount of money to be taken.
4 From time to time, if we felt it appropriate,
5 we would take, I guess you could call it, a
6 bonus but it was partnership distribution.

7 Q. Was the draw the same amount in
8 the entire 39 plus years of Gladstein &
9 Isaac?

10 A. No. I am sure it changed as the
11 firm grew.

12 Q. So, was Mr. Allen an employee of
13 Gladstein & Isaac?

14 A. No, Mr. Issac was partner.

15 Q. And he took the same draw that you
16 took?

17 A. Yes, he did.

18 Q. And at no time did you take a
19 salary to get a 1040 at the end of the year?

20 A. At no time did we take a salary.

21 (Summons and verified complaint in
22 the action of Luisa C. Esposito against Allen
23 Isaac, Gladstein & Isaac et al was marked as
24 Plaintiff's Exhibit 4.)

25 Q. Mr. Gladstein, could you please

1 Gladstein

2 tell me what this document is?

3 A. It's a summons and a verified
4 complaint in the action of Luisa C. Esposito
5 against Allen Isaac, Gladstein & Isaac,
6 myself and other individuals and firms.

7 Q. Did you ever receive a copy of
8 that?

9 A. Yes.

10 Q. When did you receive a copy of
11 that? When did you first receive a copy?

12 A. It either was late summer of '06,
13 I would guess, around then, when I was
14 served. It was served at the office.

15 Q. That was my next question. So
16 you, in fact, were served personally with
17 this document?

18 A. Personally.

19 Q. And did you read it?

20 A. Yes.

21 Q. Did you or anyone on your behalf
22 put in a response to this lawsuit?

23 A. Yes.

24 Q. Did you or someone else verify it?

25 A. I may have verified the answer if

1 Gladstein

2 I was asked to.

3 Q. I am going to ask you to read
4 paragraph 33. Will you read that --

5 MS. KLEIN: Of Exhibit 4?

6 Q. Of Exhibit 4, yes.

7 A. "That on July 8, 2005, September
8 16, 2005, October 8, 2005 and at all times
9 between those dates and continuing
10 thereafter, and at all times mentioned
11 herein, defendant Allen H. Issac was employed
12 by the law practice known as Gladstein &
13 Isaac."

14 Q. In your response, in your answer
15 to paragraph 33, do you recall how you
16 responded?

17 A. No.

18 Q. Do you know how many responses you
19 put in this lawsuit?

20 A. I have no recollection, but I
21 believe the papers were prepared by the firm
22 assigned by Chubb.

23 Q. I am sorry, I missed what you
24 said.

25 A. I believe the answer was prepared

1 Gladstein

2 by the attorneys --

3 Q. I am asking did you put in more
4 than one answer?

5 A. I don't recall whether they did or
6 didn't.

7 Q. If I told you there is more than
8 one answer, would that be correct?

9 MS. KLEIN: Objection.

10 A. I couldn't deny or admit whether
11 there was. I have no recollection.

12 MS. KLEIN: But you are asking
13 him. He testified he can't answer it.
14 He doesn't know.

15 MR. JONES: Okay. All right.
16 Mark this as Plaintiff's 5.

17 (Verified answer and cross claim
18 on Index number 109446/2006 was marked
19 as Plaintiff's Exhibit 5.)

20 (Amended verified answer and cross
21 claim for Index number 109446/2006 was
22 marked as Plaintiff's Exhibit 6.)

23 Q. I am submitting to you for
24 identification two sets of documents. We
25 will do one at a time, Plaintiff's 5 and 6.

1 Gladstein

2 We'll start with number 5.

3 Can you identify Plaintiff's 5,
4 please?

5 A. This is the verified answer and
6 cross claim.

7 Q. Whose verified answer and cross
8 claim is it?

9 A. It's on behalf of Gladstein &
10 Isaac as a firm and on my behalf
11 individually, and the document was obviously
12 prepared by Epstein, Becker & Green.

13 Q. You know that for a fact?

14 A. Pardon me?

15 Q. You know this for a fact?

16 A. It says so. Right on it.

17 Q. What does it mean to be verified?

18 A. It means that I am swearing to the
19 truth of the contents of the document.

20 Q. Is there a verification page on
21 this document?

22 A. There is a verification page dated
23 November 2, 2006.

24 Q. Who signed that verification?

25 A. I did.

1 Gladstein

2 Q. Were you on any disability at the
3 time you signed that verification?

4 A. No.

5 Q. Do you have any objections to what
6 is in the content of that document that you
7 verified?

8 A. I would not have had. If I had
9 any, I would probably not have signed the
10 verification.

11 Q. Can you read your answer to
12 paragraph 33?

13 MR. JONES: Do you want to take a
14 look --

15 MS. KLEIN: You are just asking --

16 A. "Deny the allegations contained in
17 paragraph 33 of the complaint."

18 Q. Do you know what paragraph 33 of
19 the complaint says?

20 A. No, I do not.

21 Q. Okay. I am going back to
22 Plaintiff's 4.

23 A. Paragraph 33 states that "On July
24 8, 2005, September 16, it oh '05, October 8,
25 2005 and at all times between those dates and

1 Gladstein
2 continuing thereafter and at all times
3 mentioned herein, defendant Allen H. Issac
4 was employed by the law practice known as
5 Gladstein & Isaac."

6 Q. Okay.

7 In your answer you denied that?

8 MS. KLEIN: Correct. The document
9 speaks for itself.

10 MR. JONES: I am not trying to
11 trick him.

12 MS. KLEIN: But you are.

13 A. According to the answer, that was
14 denied.

15 Q. The reason why you denied it is
16 based on your prior testimony, because he was
17 partner?

18 A. He was partner, not an employee.

19 Q. And you took partner draws, not a
20 salary?

21 A. That's correct.

22 Q. Okay. In paragraph 33 of
23 Plaintiff's 6, can you tell me what
24 Plaintiff's 6 is? Please identify it.

25 A. Amended verified answer and cross

1 Gladstein

2 claim.

3 Q. First thing, what is that
4 document?

5 A. It's an amended answer and a cross
6 claim to the Plaintiff's complaint.

7 Q. In fact, that is your final answer
8 to the complaint?

9 A. I am not aware of whether it is
10 the final answer or whether it was amended
11 further. I am not the attorney.

12 MS. KLEIN: The witness testified
13 he doesn't know how many papers were
14 filed.

15 MR. JONES: I am asking him --

16 Q. Who verified that complaint, that
17 answer, I am sorry, Mr. Gladstein?

18 A. It was verified by me on December
19 19, 2006.

20 Q. What was your answer to paragraph
21 33 of the complaint based on the verified
22 amended answer?

23 A. Deny the allegations contained in
24 paragraph 33 of the complaint.

25 Q. So, your answer remained the same?

1 Gladstein

2 A. Based on these documents, yes.

3 Q. In addition to that, there is a
4 cross claim in there. Do you know who the
5 cross claim was against?

6 A. Amended cross claims are in here.

7 Q. Who was the cross claim against?

8 A. Against Allen H. Issac, Esquire,
9 Arthur Pollack, Esquire, Conrad Pollack,
10 Esquire, Brian J. Issac, Esquire and Pollack,
11 Pollack, Issac and DeCicco, LLP, and then
12 there is an amended cross claim for
13 indemnification against the same
14 codefendants.

15 Q. As far as you know, that has not
16 changed since that amended answer?

17 A. Not to my recollection.

18 Q. From the time you started your
19 practice with Allen Issac in 1966, November
20 of 1966, did you socialize with Mr. Issac on
21 a business level?

22 MS. KLEIN: Objection to the form
23 of the question.

24 Q. Did you socialize with Mr. Issac
25 for business reasons? Did you go have lunch

1 Gladstein

2 with him, have drinks after --

3 A. No.

4 Q. So that was not your practice to
5 socialize --

6 A. Well --

7 MR. HURWIT: What period are we
8 talking about?

9 MR. JONES: I am talking from 1966
10 to --

11 MS. KLEIN: Let me object to the
12 form of the question. You can answer.

13 A. Other than the fact that I
14 attended his older son's wedding, he attended
15 my younger daughter's wedding and we may have
16 been at a wedding of an employee at one time.
17 But, other than that, we didn't socialize.

18 Q. Outside of work, did you socialize
19 with Mr. Allen Issac?

20 A. Just on those occasions I
21 mentioned.

22 Q. As of today, when was the last
23 time you saw Mr. Issac? Today, November 19?

24 A. At the aborted deposition that was
25 scheduled here a couple of months ago.

1 Gladstein

2 Q. Did there come a time when you and
3 Mr. Issac decided to part ways with your
4 partnership, that is Gladstein & Isaac?

5 A. There came a time when I decided
6 that the partnership was over.

7 Q. You unilaterally decided that the
8 partnership was over?

9 A. Absolutely.

10 Q. Do you know what date?

11 A. I actually told him face-to-face
12 on the last Monday in January of 2006,
13 although I called the staff together the
14 previous Friday afternoon to tell them that
15 the firm was going to be dissolved and I was
16 forming a new firm and would retain all the
17 employees for the new firm, but that Mr.
18 Isaac was going to be leaving at my
19 insistence.

20 Q. So, you asked him to leave?

21 A. I didn't ask, I demanded that he
22 leave, that he leave the firm. He refused to
23 so I had -- anticipating that, my attorney
24 had prepared a letter from me to him
25 indicating that I was withdrawing from the

1 Gladstein

2 firm which terminated the firm.

3 MR. JONES: We are going to call
4 for the production of the termination
5 letter that you sent Mr. Allen Issac.

6 A. I didn't send it to him, I handed
7 it to him.

8 Q. I am sorry, that you handed Mr.
9 Allen Issac the last Monday of January, 2006,
10 is that correct, the date?

11 A. That's correct.

12 MS. KLEIN: We'll note our
13 objection, the same as before.

14 MR. JONES: And the answer is that
15 any documents as a result of this
16 deposition we are allowed to get.

17 Q. Why did you demand that Mr. Issac
18 leave Gladstein & Isaac?

19 A. Because --

20 Q. I am sorry, withdrawn. I think I
21 said it wrong.

22 Why did you demand Allen Issac
23 leave Gladstein & Isaac?

24 A. You say I had him leave. I
25 terminated the partnership and told him he

1 Gladstein

2 would have to leave the offices physically.

3 Q. Withdrawn.

4 Why did you demand that Allen
5 Issac -- why did you terminate Gladstein &
6 Isaac by having Mr. Issac leave?

7 A. Because I had learned about the
8 charges being brought against him for certain
9 incidents that I know nothing about.

10 Q. Those charges are the ones brought
11 by my client, Luisa Esposito?

12 A. That's correct.

13 Q. Were there any other charges?

14 A. No.

15 Q. What were the charges that
16 precipitated you to demand that Mr. Allen
17 Issac leave Gladstein & Isaac?

18 A. When I saw the report on Channel 5
19 television, I guess about a week or so
20 previously, that was the first I knew about
21 the situation as such, and when I went into
22 the office the next day to ask him about it,
23 he refused to discuss it with me.

24 He said it had nothing to do with
25 me or the firm, that he was handling a matter

1 Gladstein

2 as a favor to his son and it was none of my
3 business, and I wasn't involved.

4 Unfortunately I then saw the
5 television show and realized, recognized our
6 library, so that I then called my attorney, a
7 lady who I've used on other things in the
8 past, and told her what I saw on television.
9 She asked me to come to her office the next
10 morning and we discussed what I had seen on
11 television, and I told her that there is no
12 way I could continue the partnership with
13 these kind of charges that I just learned
14 about, and she agreed.

15 She prepared a letter for me to
16 give to Mr. Issac in case he refused to end
17 the partnership and, in addition, she had
18 another attorney in her office draw up
19 partnership letters for papers for my new
20 corporation.

21 Q. The letter that she drew up, that
22 is your attorney, is that the same letter you
23 previously advised me that you gave Mr.
24 Issac?

25 A. Yes. I went back to the office

1 Gladstein

2 that last Friday in January intending to hand
3 him the letter then if he wouldn't leave, but
4 he was not in the office.

5 So, although I called the staff
6 together and told them I was terminating the
7 partnership and then proceeded to call some
8 clients to tell them what had occurred and
9 that I was terminating the partnership and
10 would have Mr. Issac leave the office, the
11 following Monday, the last Monday in January
12 he was in the office and that's when I gave
13 him the letter when he refused to dissolve
14 the partnership.

15 Q. Again, these are the charges
16 brought by my client Luisa Esposito?

17 MS. KLEIN: Objection. He just
18 testified what it was, what prompted it.

19 MR. JONES: Actually he didn't.

20 MS. KLEIN: He did. He just said
21 what he saw on Channel 5.

22 A. What prompted it --

23 MR. JONES: He said Channel 5, but
24 he didn't say what it was before.

25 MS. KLEIN: No, he did but the

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Gladstein

document will speak for itself.

Q. Did you know there were disciplinary charges brought against Allen Issac?

A. I didn't know that until, I would guess, just before I went -- when I confronted Mr. Issac after I saw the tape of the Channel 5 show -- on a Thursday is when I saw the tape of what happened on Wednesday night's television show.

I didn't see it first hand and the next morning is when I went in to ask him what this was all about, and he gave me the answer that I told you about, so I called my attorney.

Q. What type were you talking about, Mr. Gladstein?

A. A tape of the Channel 5 news of that Wednesday night, and then anticipating that television stations sometimes carry through a story, I actually watched Channel 5 news that next Thursday night which probably was around January 25 or 26 and saw the second segment that Channel 5 showed and the

1 Gladstein

2 next morning I was in my lawyer's office and
3 she prepared the letter for me and had one of
4 her other partners start preparing the papers
5 to form a new limited liability partnership
6 which was then named Harvey Gladstein and
7 Partners, of which Mr. Issac would have no
8 participation.

9 Q. Okay, fine.

10 Did you resign then from Gladstein
11 & Isaac?

12 A. Yes, I withdrew as partner.

13 Q. Is withdrawing different from
14 resigning?

15 A. Yes. The effect is the same but
16 you withdraw from the partnership. You don't
17 resign as partner.

18 Q. When Gladstein & Isaac was
19 dissolved, was this published in the New York
20 Law Journal?

21 A. I don't recall. The announcement
22 of the new firm I know was published in an
23 issue of the Law Journal and I mailed out a
24 notice to all of our clients.

25 Q. What is the name of the new firm?

1 Gladstein

2 A. It was Harvey Gladstein and
3 Partners at that time. As of September 19 of
4 2011 it became Gladstein, Keane and Partners.

5 Q. What does it mean to dissolve a
6 law firm and specifically Gladstein & Isaac?

7 A. It means that the --

8 MS. KLEIN: Objection just to the
9 extent that you are calling for a legal
10 opinion. You can ask the witness his
11 personal belief.

12 A. It ends the existence of the
13 entity. In this case it ended the existence
14 of the partnership, Gladstein & Issac.

15 Q. And that is what the formal
16 submission of the letter that your lawyer
17 drew you up?

18 A. As soon as I handed it to him and
19 told him I was withdrawing from the
20 partnership, that ended the partnership.

21 Q. As of today, November 19, 2012,
22 what is left of Gladstein & Isaac?

23 A. We are two individuals. I assume
24 he is still existing and gratefully I am.

25 Q. So there is no entity left named

1 Gladstein

2 Gladstein & Isaac?

3 A. No.

4 Q. Was there a winding up of the
5 firm, of Gladstein & Isaac?

6 A. There was.

7 Q. What does winding up the firm of
8 Gladstein & Isaac consist of?

9 A. It consists of arranging for the
10 transfer of files and to whatever entity they
11 are being transferred to. In this case, all
12 the files were transferred to my new named
13 partnership.

14 Q. And the new named partnership was
15 Harvey Gladstein and Partners?

16 A. Was Harvey Gladstein & Partners,
17 and notifying all the partners --

18 Q. Which is now?

19 A. Gladstein, Keane and Partners.

20 Q. Gladstein, Keane and Partners?

21 A. Right.

22 Q. I am sorry to keep repeating
23 myself.

24 A. That is all right, which requires
25 us to file notices of substitution on all

1 Gladstein

2 pending matters with the courts and with
3 opposing counsel, which was done in all the
4 cases, indicating that the new firm I had
5 formed was assuming responsibility for the
6 further handling of all those files.

7 Q. Did Mr. Allen Issac receive any of
8 the files from Gladstein & Isaac?

9 A. No, and there was -- no, he didn't
10 receive any.

11 Q. Was winding up Gladstein & Isaac
12 based on a partnership agreement?

13 A. I don't think the partnership
14 agreement as I recall provided anything with
15 regard to winding up the partnership.

16 Q. Who was responsible for winding up
17 Gladstein & Isaac?

18 A. I was.

19 Q. In that capacity you became what
20 is known as a winding up partner, is that
21 correct?

22 A. I guess you could refer to it that
23 way.

24 Q. As the winding up partner, you
25 were the one who took care of or arranged for

1 Gladstein

2 the substitutions and the transfer of the
3 files --

4 A. To the new firm.

5 Q. To the new firm.

6 When you were served, did the
7 partnership agreement cover service of
8 process of any lawsuits against Gladstein &
9 Isaac?

10 A. Not to my knowledge, it did not.

11 Q. So you relied on the General
12 Partnership Law of New York State?

13 A. Yes.

14 Q. Are there any assets of Gladstein
15 & Isaac, any bank accounts, furniture?

16 A. No.

17 MS. KLEIN: Objection to the form.

18 Q. You previously testified that you
19 assigned a lease of Gladstein & Isaac's
20 office which is 110 Wall Street?

21 A. Correct.

22 Q. To your new entity Harvey
23 Gladstein and Partners which is now called
24 Gladstein Keane and Partners?

25 A. It was assigned to Harvey

1 Gladstein

2 Gladstein and Partners.

3 Q. Mr. Issac did not object?

4 A. Mr. Issac did not object.

5 Q. There is no shell entity called
6 Gladstein & Isaac today that is left of your
7 Gladstein & Isaac?

8 A. No entity at all by that name.

9 Q. That's a result of your
10 termination of the firm?

11 A. Correct.

12 Q. Prior to dissolving of Gladstein &
13 Isaac, was there an employee handbook or
14 manual?

15 A. I believe there was.

16 Q. Do you know where a copy of it is?

17 A. Our office manager may have a copy
18 of it, our present office manager. It might
19 be in her office, but I don't have a copy of
20 it.

21 Q. What is the name of the office
22 manager?

23 A. Magdalena Sanchez.

24 Q. Spell that, please?

25 A. M A G D E L I N A, last name

1 Gladstein

2 Sanchez, S A N C H E Z.

3 Q. She currently works for Gladstein,
4 Keane and --

5 A. Correct.

6 Q. You indicated that she may have a
7 copy of your employee handbook of Gladstein &
8 Isaac which was terminated?

9 A. Right. She might have one in her
10 office.

11 Q. You personally do not have a copy
12 of it?

13 A. I do not.

14 MR. JONES: Plaintiff calls for
15 the production of the employee handbook
16 of Gladstein & Issac.

17 MS. KLEIN: I would note my
18 continuing objection that, one,
19 discovery is closed and, two, that has
20 already been requested and responded to
21 and fell within the confines of
22 particular court orders relating to
23 discovery.

24 MR. JONES: Do you know which
25 Court order?

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Gladstein

MS. KLEIN: There were several of them and one in particular, although it might have been in addition to this one, was the November 20, 2009 Court order of Judge Singh.

MR. JONES: I want to take a break, please.

(A recess was taken.)

BY MR. JONES:

Q. Before your break, your lawyer and I were discussing something and I just want to get back to that.

Where you indicated you turned over the handbook to my client, as you know I was not the attorney at the time in 2009.

MS. KLEIN: I am sorry, what did you just say?

MR. JONES: You indicated that the employee handbook was the subject of litigation and court orders.

MS. KLEIN: Correct.

MR. JONES: Are you indicating you turned it over or you didn't turn it over?

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Gladstein

MS. KLEIN: I am indicating to you it was addressed by the Court and I complied with the Court orders.

MR. JONES: Because my client has indicated she has not received the handbook.

MS. KLEIN: That is right. I believe that is because the Court directed they were not discoverable, and you'd have to go back and read all the transcripts and the Court orders to see the scope of her original requests and the Court's modification of those.

As I am sitting here, I am saying they were fully complied with.

MR. JONES: I don't see how the Court could protect an employee handbook.

MS. KLEIN: Well, you and I can't get into that, what the Judge Singh did and didn't do.

MR. JONES: I find that nearly impossible to believe that he did that. I have to talk to my client.

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Gladstein

MS. KLEIN: I am not sure why you find it so hard to believe. I am not going to speculate -- this case isn't about an employee.

Plaintiff was not an employee. So, that may have something to do with Judge Singh, but you would have to depose him to find that out.

MR. JONES: I still have to talk to my client.

(Discussion held off the record.)

MR. JONES: We are going to call for the production of that. We'll deal with the issues that you raised later or subsequently.

Q. Did your employee handbook cover sexual harassment by employees?

A. My employee handbook referred to actions and activities as between employees. It did not refer to anything, as I recall, with regard to clients.

Q. No, I said "by employees," just in general.

A. It would have referred to actions

1 Gladstein

2 between employees and internal.

3 Q. All right. I am going to get to
4 that. Did your employee handbook cover
5 sexual harassment by employees of clients?

6 A. No. I don't believe so, but I
7 don't have an independent recollection of it.

8 Q. Did your employee handbook
9 prohibit sexual conduct with clients?

10 A. I don't remember the contents of
11 the employee handbook.

12 Q. You have no recollection of any of
13 the contents in your employee handbook?

14 A. All I know is that -- all I recall
15 is that it referred to the proper way for
16 employees to conduct themselves, certainly
17 internally, but I don't remember whether or
18 not it refers to their conduct with clients.

19 Q. Did the employee handbook prohibit
20 sexual relations with clients?

21 A. I don't remember what the employee
22 handbook --

23 Q. This is specific to the handbook.

24 A. Okay. I don't remember the
25 contents of the handbook.

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Gladstein

MS. KLEIN: Counsel, so you know, the Court order specifically in regards to this question you are asking said "Gladstein & Issac shall provide any document relating to its policies and procedures with respect to female clients regarding sexual harassment, sexual assault and breach of fiduciary duties for the period 2000 through 2005," and it was answered accordingly, and anything that was responsive to that was produced.

So, again, you can use the time as you want, because just so you know, it was addressed.

MR. JONES: I didn't know that.

MS. KLEIN: I understand that. That is why I am helping you out. I wouldn't normally.

MR. JONES: I am still going to go through my questions.

MS. KLEIN: Again, I would just note on the record that this is all addressed in prior court orders.

1 Gladstein

2 So, if you want to spend the time
3 having a witness guess about something
4 that existed 7, 8 years ago, you can do
5 that, but I can tell you that it's all
6 addressed, and if any of the policies
7 existed, you would have them.

8 Q. Did your employee handbook cover
9 your partners of Gladstein & Isaac, equity
10 and non equity?

11 MS. KLEIN: Objection --

12 A. Again, I don't recall what the
13 handbook covered. It was prepared by an
14 attorney who was expert in this field.

15 We didn't prepare it ourselves,
16 and I have no recollection of what the
17 specific provisions were in the handbook.

18 Q. You have just -- initially you
19 indicated that your successor law firm was
20 called Harvey Gladstein and Partners and now
21 called Gladstein, Keane and Partners,
22 correct?

23 A. Correct.

24 Q. Who are the partners of the new
25 entity?

1 Gladstein

2 A. The equity partners are myself and
3 Thomas Keane.

4 Q. Not the former Judge?

5 A. No.

6 Q. Are there non equity partners?

7 A. There are non equity partners.

8 John Bruno, Anthony Spiga, Dennis Karsch.

9 Q. Again as previously, we will leave
10 a space in there should you remember someone
11 else, you will put their name in?

12 -----
13 -----

14 Q. Is Allen Issac a partner in the
15 current entity?

16 A. No.

17 Q. Does Allen Issac work at
18 Gladstein, Keane and Partners, previously
19 known as Harvey Gladstein and Partners?

20 A. No.

21 Q. Does he rent any space in the
22 offices of --

23 A. No.

24 Q. In the current law entity that you
25 work at, does Allen Issac rent a desk at

1 Gladstein

2 Gladstein, Keane and Partners?

3 A. No.

4 Q. Does he conduct any business of
5 any kind at Gladstein, Keane and Partners?

6 A. No.

7 Q. Previous to being called
8 Gladstein, Keane and Partners, did he conduct
9 any business at Harvey Gladstein and
10 Partners?

11 A. No.

12 Q. Did you transfer all of the
13 clients from Gladstein & Isaac to Harvey
14 Gladstein and Partners?

15 A. All except there was one client
16 who indicated that if Allen Issac was not
17 with the new firm, they had, I think, three
18 matters with our firm, that they said they
19 would want transferred elsewhere, which I
20 did.

21 Q. And Mr. Issac did not get any of
22 the clients.

23 A. No, he did not.

24 Q. Is this because he was suspended
25 as a lawyer?

1 Gladstein

2 A. I have no idea why he didn't get
3 anything, but I retained all of the matters
4 that Gladstein & Isaac had been handling,
5 except for three files that I was requested
6 to transfer to another firm.

7 Q. Did you lose any clients at
8 Gladstein & Isaac as a result of the Luisa
9 Esposito case?

10 A. I lost this one client who asked
11 that three matters be transferred as a result
12 of Allen Issac no longer being associated
13 with the office.

14 Q. Did Allen Issac lose clients as a
15 result of the Luisa Esposito case?

16 A. I have no idea.

17 Q. At Gladstein & Isaac, you brought
18 in all of the clients?

19 A. The overwhelming majority.

20 Q. To use a phrase in the legal
21 business, you were the rainmaker in the
22 office?

23 A. I guess you could call me that.

24 Q. You know what that means?

25 A. Yes, I know what it means.

1 Gladstein

2 Q. And Mr. Issac, did he bring in
3 business?

4 A. He did bring in some business.

5 Q. When the practice ended, he did
6 not get any of the business that he brought
7 in?

8 A. He did not.

9 Q. When you were winding up Gladstein
10 & Isaac, how were assets split up between Mr.
11 Issac and yourself?

12 A. Could you repeat the question?

13 Q. How were the assets of Gladstein &
14 Isaac split up between the equity partners
15 which is you and Harvey Gladstein and Allen
16 Issac?

17 A. Allen Issac took his office
18 furniture, had it picked up.

19 Q. When did this occur?

20 A. I had him leave the office and
21 told him if he wanted his office furniture,
22 which he indicated that he wanted, I told him
23 have his mover contact the building and
24 arrange to pick it up and get it out of the
25 office.

1 Gladstein

2 So, it must have been -- once I
3 told him the partnership was over and that he
4 would have to physically leave, I guess it
5 took about a little over a week. He hadn't
6 moved yet, so I gave him until the end of the
7 following week to leave, physically.

8 Q. Approximately when was that when
9 it ended?

10 A. I would say about -- he left in
11 the middle of February, physically. I told
12 him he had to leave the office. He couldn't
13 stay in the office.

14 About a week later he had some
15 company pick up the furniture from his
16 office.

17 Q. So this would be about February of
18 2006, some time?

19 A. Yes. It took place in February
20 2006. As far as the assets of the firm, the
21 dissolution was resolved, I believe, in
22 December of 2006 where I paid Mr. Issac a
23 very minimal amount of money.

24 Q. How much was that?

25 A. \$50,000.

1 Gladstein

2 Q. That is the only remuneration Mr.
3 Issac had seen from Gladstein & Isaac?

4 A. The only remuneration he received
5 from me. Gladstein & Isaac didn't exist any
6 more. But, as the winding up partner of
7 Gladstein & Isaac, this is what I was
8 prepared to give him and he accepted it
9 rather than going through with litigation.

10 Q. Did you split any outstanding
11 receivables with Mr. Issac?

12 A. No.

13 Q. Did you split any outstanding
14 liabilities with Mr. Issac?

15 A. No.

16 Q. Was this based on a partnership
17 agreement?

18 A. Would you repeat that?

19 Q. How you split up the liabilities
20 and the receivables, was that based on a
21 partnership agreement?

22 A. No.

23 Q. When you were splitting up the
24 firm, you didn't rely on the partnership
25 agreement?

1 Gladstein

2 A. No, we did not.

3 Q. During the time that Gladstein &
4 Issac was open, did you and Allen Issac have
5 good business relations?

6 MS. KLEIN: Objection to the form.

7 Q. Did you get along with Allen Issac
8 for business reasons?

9 A. For business purposes, yes.

10 Q. Did you get along personally for
11 your personal relations outside of the
12 office?

13 A. We had no social relationship.

14 Q. How would you characterize your
15 relationship with Mr. Allen Issac during your
16 years of your partnership?

17 MS. KLEIN: Objection to the form.

18 A. It was a very workable partnership
19 where he had his responsibilities, I had my
20 responsibilities and any disagreements we had
21 we would sit down and talk about and work
22 out.

23 Q. Did you and Allen, would you
24 characterize it as an acrimonious
25 relationship?

1 Gladstein

2 A. No, not an acrimonious
3 relationship at all, otherwise we never would
4 have been partners for 39 years.

5 Q. Was there any acrimony between you
6 and Allen Issac during the winding up process
7 of Gladstein & Isaac?

8 MS. KLEIN: Objection to the form.
9 You can answer.

10 A. There was certainly a difference
11 of opinion as to how the dissolution should
12 be resolved.

13 Q. Did you have a fight with him over
14 money in winding up Gladstein & Isaac?

15 A. A disagreement, no fight, no
16 argument. He had his position, I had my
17 position.

18 Q. Was Mr. Issac represented by an
19 attorney?

20 A. He was.

21 Q. And you were also represented by
22 an attorney?

23 A. Absolutely, yes.

24 Q. Can I get the name of your
25 attorney?

1 Gladstein

2 A. Eve Markewich.

3 Q. Former Judge.

4 A. No, she is not a former Judge.
5 She should be a Judge, but she is not.

6 Q. Mr. Isaac's attorney?

7 A. I don't recall offhand. I'd have
8 to check the records to give you the name of
9 his attorney.

10 Q. All right, we'll fill that in.

11 A. Richard Gadowski, that is who that
12 is. Richard Gadowski.

13 Q. At some point during the time of
14 the dissolution of Gladstein & Isaac, did you
15 have a grandson who was bar mitzvah'd?

16 A. Did I have --

17 Q. During the time of the
18 dissolution, did you have a grandson who was
19 bar mitzvah'd? Did I say it right?

20 A. Yes, I did.

21 Q. Did you invite Mr. Allen Issac to
22 the bar mitzvah?

23 A. My daughter did.

24 MS. KLEIN: As a grandfather, you
25 don't get to invite --

1 Gladstein

2 MR. JONES: I have been to bar
3 mitzvahs, so I didn't --

4 A. My daughter invited him because my
5 daughter, until the time of her death, worked
6 at the office. She was an employee.

7 Q. She was the bookkeeper?

8 A. No, she was the billing clerk or
9 ran the billing department, I would say,
10 under my wife's direction.

11 Q. So, you did not invite him to
12 spite Mr. Issac?

13 MS. KLEIN: I am sorry?

14 Q. You did not invite Mr. Allen
15 Isaac --

16 A. It wasn't my affair to invite him.

17 Q. You did not in the negative invite
18 Mr. Issac to your grandson's bar mitzvah to
19 spite him?

20 MS. KLEIN: Objection to form.

21 A. I didn't invite anyone to my
22 grandson's bar mitzvah. It was not my affair
23 to run.

24 Q. Parenthetically, as an aside, this
25 is cultural so don't attack me, as a

1 Gladstein

2 grandparent to your grandson, you can't
3 invite someone to --

4 A. My daughter and son-in-law were
5 paying for this event. They said to me, "Is
6 there anyone particularly you would like to
7 invite?" And my daughter said "I have
8 already invited Allen Issac and his wife."
9 So, I said "Fine."

10 I did invite him to my daughter's
11 wedding, and I was invited to his older son's
12 wedding.

13 Q. Okay. Do you know who Ileana
14 Filemeno is?

15 A. Yes. She was Allen Isaac's
16 secretary until the time he left. I kept her
17 with the firm, and for awhile she was my
18 secretary thereafter.

19 Q. Is she currently with you?

20 A. No.

21 Q. So she was an employee of
22 Gladstein & Isaac then?

23 A. She was and then became an
24 employee of Harvey Gladstein and Partners for
25 awhile.

1 Gladstein

2 Q. Do you know approximately when she
3 stopped working for Harvey Gladstein and
4 Partners or --

5 A. I would say about three years ago
6 she called in and said she -- her mother had
7 some problem with illness in Florida and he
8 she was going to go to Florida, which we said
9 we understood, and then we didn't hear from
10 her and our office manager kept trying to
11 contact her and left messages on her cell
12 phone.

13 Turned out we learned -- I don't
14 know if my office manager otherwise
15 learned -- that she did not go there at that
16 time for her mother's illness and
17 notwithstanding that messages were left for
18 her with regularity, she did not contact the
19 office for at least six weeks.

20 We didn't hear from her, so we
21 assumed she abandoned the job and she was
22 replaced.

23 Q. Did Ileana Filemeno ever complain
24 to you about conduct by Mr. Allen Issac to
25 her?

1 Gladstein

2 MS. KLEIN: Objection to the form
3 of the question.

4 A. The only complaint she ever made
5 was the last week he was on the premises, she
6 came in and said that he was getting very
7 nasty in his actions because I had instructed
8 everybody at the office that he had no
9 authority to ask anybody to do anything, and
10 she said that her desk was obviously the
11 first desk outside his office, and she said
12 he just generally was getting very unpleasant
13 and nasty, and she would hear him on the
14 phone yelling or carrying on about things and
15 just was very nasty, and she felt very
16 uncomfortable being outside his office.

17 I think I told her that as long as
18 he was leaving Friday, if the two days or so
19 remained, if she could take those days and
20 just not come into the office until he left.

21 Q. Did Ileana Filemeno ever complain
22 to you about inappropriate sexual conduct
23 towards her by Allen Issac?

24 A. No.

25 Q. Did you have an office manager at

1 Gladstein

2 Gladstein & Isaac, any at all, in the 39
3 years, office manager?

4 A. Did I have an office manager.

5 Q. Did you ever have an office
6 manager?

7 A. We've had several office managers.
8 Our first office manager was there about 25
9 years.

10 Q. Who was your last office manager?

11 A. Magdalena Sanchez, the lady who is
12 presently my office manager.

13 Q. How long was she an office manager
14 for Gladstein & Isaac?

15 A. I think she was there a total of
16 eleven years, which would bring it back to
17 2001. I guess she was the office manager for
18 Gladstein & Isaac for, I'd say, four years,
19 maybe four at the most.

20 Q. So, she was the office manager in
21 2005 then?

22 A. Yes.

23 Q. Are you aware that Luisa Esposito
24 filed a grievance complaint against Allen
25 Issac?

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Gladstein

A. I learned about that when I confronted Mr. Issac after I saw the second of the Channel 5 news reports.

Q. What were the news reports about?

A. They reported that an incident took place which I recognized the table and Mr. Isaac's reflection in the glass as having taken place in the library of our office, where some lady who at that time they didn't identify complained about inappropriate comments and behavior by Mr. Issac.

In fact, as I recall on the screen, they put certain words in quotes, certain statements he apparently made in quotes, but, I don't recall what they were exactly.

They indicated that the lady was complaining about inappropriate conduct.

Q. Do you know the conduct that she complained of currently?

A. Now I know about what conduct she complained of, yes, because annexed to the Federal Court complaint was a transcript of a tape that she apparently recorded of her last

1 Gladstein

2 visit to see Mr. Issac and it's spelled out
3 what was on that. Reading that transcript, I
4 knew what she was complaining about.

5 Q. When did you find out about Luisa
6 Esposito's complaint?

7 A. Actually, other than the
8 television broadcast, when I confronted Mr.
9 Issac about it, all he would tell me, other
10 than the last name of the lady which I
11 insisted on learning -- he never even gave me
12 her first name -- he said to me the lady has
13 made complaints to the Ethics Committee of
14 the Bar Association, to the District
15 Attorney's office, and which he never told me
16 about when he first called me to tell me that
17 this reporter was outside his house.

18 The first time he told me about
19 this was he called me at home on Friday the
20 13th.

21 Q. Of what year?

22 A. Of 2006.

23 Q. What month?

24 A. He called me at home that Friday,
25 it was Martin Luther King weekend, to tell me

1 Gladstein

2 that there was a reporter waiting for him who
3 identified herself as being from Channel 5
4 news when he came out of his house that
5 morning and to talk to him about a claim some
6 lady was making as regards his not handling
7 her case properly and sexually harassing her.

8 I said "Who is this lady?" He
9 said, "That's not your affair, I am just
10 giving you" what he called "a heads up. You
11 have nothing to do with this. The office has
12 nothing to do with this.

13 "This is a client of Brian's and
14 Brian asked me as a favor to get involved and
15 meet with a lady. She's Brian's client, and
16 if your son asks you to do him a favor, you
17 never say no to a son."

18 He said, "That's all you have to
19 know." That was the end of that telephone
20 conversation.

21 When I went into the office the
22 day after Martin Luther King Day, I went in
23 to him and said, "What is this all about,"
24 and he repeated, "It's not your affair. It's
25 got nothing to do with the office. I was

1 Gladstein

2 doing Brian a favor and this whole thing is,"
3 to use his terminology, "bullshit and I am
4 taking care of it."

5 That's when he mentioned to me
6 that "You have nothing to do with it, ignore
7 it," at which point I asked him for a name
8 and he gave me a last name only.

9 So, I went out and checked the
10 computer, checked all of our records, could
11 find no listing for the name Esposito, except
12 the name we were defending for one of our
13 carriers which was a gentleman by the name of
14 Esposito. I knew this was the only Esposito
15 name in our records.

16 I then went into the office
17 manager which she said she never heard of it.
18 We never had any such name. We then had
19 disbursements which we had disbursed on a
20 particular case to see if any disbursement
21 was ever made on an Esposito case.

22 She checked the entire year 2005
23 and could not find any entry for any
24 disbursement made on an Esposito case.

25 We had absolutely no record of any

1 Gladstein

2 such case in the office.

3 Q. Do you have access to those files
4 now?

5 A. To what files?

6 Q. Your Gladstein & Isaac files, what
7 you just indicated?

8 A. I have whatever files remain open.
9 I have some closed files in the office, but
10 there are absolutely no files of any sort
11 with the lady's name on it.

12 Q. Okay. I am going to ask you to
13 read from Plaintiff's 4 which you previously
14 identified as the complaint, paragraphs 34
15 and 35.

16 MS. KLEIN: Why don't you just
17 read them into the record?

18 MR. JONES: I want him to read it.

19 MS. KLEIN: To himself?

20 MR. JONES: No, read it into the
21 record.

22 A. 34 and 35. I have just read it.
23 It claims that --

24 Q. No, read it.

25 A. Fine. I have read it.

1 Gladstein

2 Q. No, read it out loud for the
3 record.

4 A. Paragraph 34, "That on or about
5 June 2005, Defendant Gladstein & Issac were
6 retained as trial counsel by Defendant
7 Pollack, Pollack, Issac and DeCicco, LLP, to
8 represent Plaintiff Luisa C. Esposito in the
9 matter of Luisa Esposito versus Pasquale
10 Amoroso et al venued in District Court
11 Hempstead in Nassau County bearing index
12 number 2982/03."

13 Paragraph 35, "That on or about
14 June 2005, defendant Gladstein & Isaac were
15 retained as trial counsel by defendant Brian
16 J. Issac to represent Plaintiff Luisa C.
17 Esposito in the matter of Luisa Esposito
18 versus Pasquale R. Amoroso et al venued in
19 District Court Hempstead in Nassau County
20 bearing index number 2982/03."

21 Q. Now, in your answer that we
22 previously identified as Plaintiff's 5 and 6,
23 do you know how you answered paragraphs 34
24 and 35 of the complaint?

25 MS. KLEIN: Objection. I am not

1 Gladstein

2 going to allow him to speculate. You
3 are pointing to a document.

4 Give it to him.

5 MR. JONES: You have the answer.

6 I am just asking if he knew?

7 A. I would assume we denied both
8 paragraphs since we were never retained as a
9 firm.

10 MS. KLEIN: Which document do you
11 want him to read?

12 Q. I am sorry. Which one is your
13 final answer?

14 A. Well, this is the amended verified
15 answer.

16 Q. Okay, read that one then.

17 MS. KLEIN: Just indicate the
18 witness is looking at Exhibit 6.

19 A. "Deny the allegations contained in
20 paragraph 34 of the complaint. Deny the
21 allegations also contained in paragraph 35 of
22 the complaint."

23 Q. Okay, that is that you deny that
24 Miss Esposito was a client of Gladstein &
25 Isaac?

1 Gladstein

2 A. Absolutely. If she was, we would
3 have been required to file with the
4 appropriate court authorities to indicate
5 that we were retained as counsel.

6 MR. JONES: Move to strike that
7 answer. I didn't ask for that.

8 Could you mark this as Exhibit 7?

9 (Allen Isaac's answer to Esposito
10 lawsuit was marked as Exhibit 7.)

11 MS. KLEIN: I would object to
12 striking that. Your implication --

13 MR. JONES: There was no
14 implication. I had no open question.

15 MS. KLEIN: The witness is allowed
16 to complete his answer. You implied he
17 lied. There is nothing inappropriate
18 stating his response to that question.

19 MR. JONES: I still move to strike
20 it.

21 MS. KLEIN: You can still move to
22 strike, but it won't be stricken from
23 the transcript.

24 For the record, to the extent you
25 are going to show them to the witness,

1 Gladstein

2 they are not on behalf of him, and he
3 doesn't have any knowledge of them, so I
4 won't allow him to testify as to them.

5 MR. JONES: We will see.

6 Q. Mr. Gladstein, I have here what
7 has been marked as Plaintiff's 7, an answer
8 to the complaint by Allen Isaac.

9 Have you ever seen Allen Isaac's
10 answer to the complaint for Luisa Esposito?

11 A. No.

12 Q. Do you have any knowledge of any
13 of the contents of the answer to the
14 complaint of Luisa Esposito?

15 A. His answer on his behalf, no.

16 Q. You have previously testified to
17 the allegations in paragraph 34 and 35 which
18 indicated that, alleged that Miss Esposito
19 was a client of Gladstein & Isaac.

20 Q. You have denied that in your
21 answer to the complaint?

22 A. Correct.

23 Q. You have denied that here. Are
24 you aware that Mr. Issac, in his answer in
25 paragraphs 34 and 35, has indicated that Miss

1 Gladstein

2 Luisa Esposito is a client of Gladstein &
3 Isaac?

4 MS. KLEIN: Objection. That is
5 misrepresenting what the document
6 states.

7 MR. JONES: Okay. Well, read what
8 it says exactly.

9 In paragraph 34 of the complaint
10 Mr. Issac said --

11 MS. KLEIN: Of the answer.

12 MR. JONES: Of the answer, thank
13 you so much. Paragraph 34 of the answer
14 of Allen Issac, he admits the allegation
15 contains in paragraph 34 of the
16 complaint which we just stated is, I
17 just want to read it again, "That on or
18 about June 2005, defendant Gladstein &
19 Isaac were retained as trial counsel by
20 defendant Pollack, Pollack, Issac and
21 DeCicco, LLP to represent Plaintiff
22 Luisa C. Esposito in a matter of Luisa
23 Esposito versus Pasquale Amoroso et al.
24 venued at District Court, Hempstead in
25 Nassau County being index number

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Gladstein

2982/03."

I will read it again, index number
2982/03.

Mr. Allen admits in his answer
admits the allegation contained in
paragraph 34 of the complaint.

In paragraph 35 of the complaint
it states that, "On or about June 2005
defendant Gladstein & Issac were
retained as trial counsel by Defendant
Brian J. Issac to represent Plaintiff
Luisa C. Esposito in the matter of Luisa
Esposito versus Pasquale Amoroso et al.
venued in District Court, Hempstead,
Nassau County bearing index number
2982/03."

Mr. Issac represents, admits, says
in his answer to that paragraph 35,
"Denies the allegations contained in
paragraph 35 of the complaint except
admits that Gladstein & Isaac was
retained by Pollack, Pollack, Issac and
DeCicco, LLP to represent plaintiff in
the matter of Luisa C. Esposito versus

1 Gladstein

2 Pasquale Amoroso."

3 Are you disputing the answers put
4 forth by Mr. Allen Issac?

5 A. Absolutely.

6 MS. KLEIN: Objection. The
7 document speaks for itself.

8 A. Absolutely that he put that down.
9 That's not true.

10 Q. You are saying that's not true?

11 A. That's what I am saying. It's not
12 true.

13 (Answer by Defendants Arthur
14 Pollack, Pollack, Pollack, Issac &
15 DeCicco, Conrad Pollack, Pollack,
16 Pollack, Issac & DeCicco, LLP, Brian J.
17 Issac, Pollack, Pollack, Issac &
18 DeCicco, LLP and Pollack, Pollack, Issac
19 & DeCicco, LLP was marked as Plaintiff's
20 Exhibit 8.)

21 Q. Also I have marked as Plaintiff's
22 8 an answer by Defendants Arthur Pollack,
23 Pollack, Pollack, Issac, DeCicco, Conrad
24 Pollack, Pollack, Pollack, Issac and DeCicco,
25 LLP, Brian J. Issac, Pollack, Pollack, Issac

1 Gladstein

2 and DeCicco, LLP and Pollack, Pollack, Issac
3 and DeCicco, LLP for the same paragraphs 34
4 and 35.

5 On paragraph 34, these defendants,
6 I am going to condense them and call them
7 PPID just for description purposes, but they
8 are all that I just read, the PPID defendants
9 in paragraph 34. They deny each and every
10 allegation contained in paragraph 35 of the
11 verified complaint except admit that
12 Gladstein & Isaac were retained as trial
13 counsel to the firm known as Pollack,
14 Pollack, Issac and DeCicco.

15 MS. KLEIN: Counsel, you are
16 asking him that you are reading it
17 correctly?

18 MR. JONES: No, I am saying, were
19 you aware that they put in an answer?

20 A. I was aware they put in an answer.
21 I had no idea what they were alleging in
22 their answer.

23 Q. Are you aware that they have
24 indicated that Gladstein & Isaac was retained
25 as trial counsel?

1 Gladstein

2 A. You are now making me aware of the
3 fact that they are claiming that.

4 Q. This is the first time you are
5 aware of that as of today?

6 A. I have no idea what they were
7 claiming.

8 Q. Is today the first time you
9 were --

10 A. The first time I am aware of the
11 fact that they are claiming that.

12 Q. As to paragraph 34 of the
13 complaint, PPID admits the allegation
14 contained in paragraph 34 of the verified
15 complaint, so today is the first time you are
16 aware that they --

17 MS. KLEIN: Again I object to the
18 extent you are asking him to accept as
19 true what you are reading.

20 You are asking him to accept as
21 true --

22 MR. JONES: You said you didn't
23 want him to read it, so I am reading --

24 MS. KLEIN: You are asking him a
25 question whether or not it is accurate,

1 Gladstein

2 whether it says that.

3 If you are asking him does the --
4 if you are asking him if Exhibit 8 says
5 what it says, we don't dispute that it
6 says what it says. It speaks for
7 itself, the document.

8 MR. JONES: I want it in the
9 record, and I want the record clean as
10 to what it says.

11 MS. KLEIN: Go ahead. I am not
12 going to tell you how to do your
13 deposition. I am telling you, you can't
14 ask a witness about a document that he
15 didn't write, hasn't seen, has nothing
16 to do with.

17 You haven't laid a foundation that
18 he knows anything about it.

19 MR. JONES: He just said he does
20 not know anything about it.

21 MS. KLEIN: So you have no
22 foundation to ask him any additional
23 questions about it.

24 MR. JONES: Of course I do because
25 it is part of the litigation. They are

1 Gladstein

2 defendants in the action. The
3 allegations are the same.

4 MS. KLEIN: I am not disputing
5 that you can read something in the
6 record.

7 MR. JONES: I just did.

8 MS. KLEIN: But your testimony is
9 no different than his.

10 MR. JONES: I am not testifying.
11 I am reading from the paragraph.

12 MS. KLEIN: And you are asking
13 him if what you read is accurate.

14 MR. JONES: And I am saying did he
15 know if this is what they said, and he
16 just said no.

17 MS. KLEIN: Right.

18 MR. JONES: And he said this is the
19 first time he heard about it.

20 MS. KLEIN: Correct. Okay.

21 Q. You previously testified that you
22 were aware that Miss Esposito filed a
23 grievance complaint against Allen Issac?

24 MS. KLEIN: Objection just to the
25 phrase "grievance" so that everybody is

1 Gladstein

2 talking about the same thing.

3 MR. JONES: Whether it's called
4 grievance --

5 MS. KLEIN: I am not fighting with
6 you.

7 MR. JONES: You are right, I know
8 you're not.

9 Q. Are you aware that Allen Issac was
10 the subject matter of a Departmental
11 Disciplinary Complaint in the First
12 Department filed by Luisa Esposito?

13 A. Yes.

14 Q. In fact, you've testified at the
15 hearing for, I guess --

16 A. I was subpoenaed to testify as a
17 witness.

18 Q. You did, in fact, testify?

19 A. Yes.

20 Q. You were under oath at the time of
21 your testimony?

22 A. Yes. I was under oath.

23 Q. Were you represented by counsel at
24 the grievance, at the disciplinary hearing of
25 Allen Issac?

1 Gladstein

2 A. No.

3 Q. Were you aware that Ileana
4 Filemeno testified against Allen Issac at the
5 Department of Disciplinary Committee?

6 A. I learned about it afterwards. I
7 wasn't aware that she did at the time.

8 Q. Do you know what she testified to?

9 A. No.

10 Q. Do you know currently what she
11 testified to?

12 A. No.

13 Q. You have no knowledge of it
14 whatsoever --

15 A. I do not.

16 Q. You never asked her?

17 A. I never asked her.

18 Q. Was she an employee of Gladstein &
19 Isaac when she testified?

20 MS. KLEIN: How would he know?

21 A. Gladstein & Issac didn't exist at
22 the time of these proceedings.

23 Q. Was she an employee at Harvey
24 Gladstein and Partners at the time she
25 testified?

1 Gladstein

2 A. Yes, she was.

3 Q. She never made you aware that she
4 was going to testify when she worked --

5 A. Not until afterwards.

6 Q. Did you know that Allen Issac
7 sexually assaulted Ileana while working for
8 Mr. Issac at the law office of Gladstein &
9 Isaac?

10 MS. KLEIN: Objection.

11 MR. HURWIT: Objection as well.

12 Q. Are you aware that Miss Ileana
13 Filemeno alleged that Mr. Issac --

14 A. No.

15 Q. She never discussed any matter
16 with you regarding Mr. Issac and any conduct
17 he did against her?

18 MS. KLEIN: Other than what he's
19 already testified --

20 A. Other than what I said about her
21 being very upset with her acting angry just
22 before he had to vacate his office and the
23 premises.

24 Q. When you were winding up Gladstein
25 & Isaac, did you have a dispute about money

1 Gladstein

2 with Allen Issac?

3 A. Yes.

4 Q. That is the same \$50,000 or that
5 resulted --

6 A. That is what resolved it. I was
7 prepared to go to trial and it was resolved
8 before that became necessary.

9 Q. So, in order to avoid litigation
10 regarding money and dividing up Gladstein &
11 Isaac, you settled at \$50,000?

12 A. The only reason I settled it for
13 anything, notwithstanding his lawyer's demand
14 of \$450,000 is that unfortunately my daughter
15 had a recurrence of her cancer and I knew
16 that I would be devoting a great deal of time
17 since my wife is no longer around to help
18 with that situation.

19 That was the only reason I offered
20 him anything, and when I told him it was
21 because of sickness in the family, I believe
22 he then realized what it was about and he
23 agreed to accept my offer to avoid going to
24 trial because I knew my time would be
25 occupied aside from work with regard to my

1 Gladstein

2 daughter's problem.

3 Q. Okay. Again I am sorry about
4 that. When you were winding up Gladstein &
5 Isaac, was there a dispute now as to assets,
6 non monetary assets?

7 A. No.

8 Q. Files?

9 A. No, the only thing he asked me to
10 do as part of the disposition was to continue
11 to handle a matter where the firm was
12 representing a cousin of his without fee and
13 he asked me to please continue to defend his
14 cousin in that action. I agreed that we
15 would continue to handle the file, which we
16 did.

17 Q. Was there a time that you and him
18 had a discussion about Gladstein & Isaac in
19 winding out, paying an American Express card
20 bill?

21 A. Yes.

22 Q. What happened with that dispute?

23 A. As part of the settlement, I
24 authorized our office manager to pay the
25 bill.

1 Gladstein

2 Q. How much was the bill?

3 A. I don't remember exactly. It
4 probably was about, I think it was \$8,000.
5 Something in that area.

6 Q. So, in addition to the \$50,000
7 that you settled on, there was this payment
8 of \$8,000?

9 A. Of a bill which covered items
10 prior to the dissolution of the partnership.

11 Q. Such as?

12 A. I don't recall what was on the
13 bill.

14 Q. You don't recall. What time
15 period did it cover for the bill?

16 A. It probably would have been the
17 last bill that came in covering probably
18 December of 2005.

19 Q. So, there is the \$50,000 that you
20 settled on, there is \$8,000 for the American
21 Express card bill, but is there any other
22 payment that you made for Mr. Issac in
23 dissolving Gladstein & Isaac?

24 A. No.

25 Q. Was there a dispute in dividing up

1 Gladstein

2 any receivables?

3 A. No.

4 Q. For Allen Issac?

5 A. No.

6 Q. There was no dispute. Was there
7 any dispute as to outstanding liabilities
8 that Gladstein & Issac was responsible for in
9 dissolving --

10 A. Liabilities, by what do you mean,
11 rent --

12 Q. Rent?

13 A. No, no dispute.

14 Q. Did you use Ileana Filemeno as a
15 threat to testify against Allen Issac at his
16 DDC hearing?

17 A. No.

18 Q. Did you use Ileana Filemeno as a
19 threat to testify against Allen Issac in
20 order to reduce his monetary that he was
21 entitled to from Gladstein & Issac?

22 A. No.

23 Q. Did you threaten to have Ileana
24 Filemeno testify against Allen Issac in this
25 civil lawsuit?

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Gladstein

A. No.

Q. Did you use Ileana Filemeno as a threat to reduce Allen Isaac's portion of Gladstein & Isaac outstanding receivables, if there was any?

A. No.

Q. Did you use Ileana Filemeno as a threat to increase Allen Isaac's portion of Gladstein & Isaac's outstanding liabilities?

A. No.

Q. Did you use Ileana Filemeno's testimony against Allen Issac in a form of extortion against Allen Issac?

MS. KLEIN: Objection to the form of the question.

A. No.

Q. What were the lines of practice of Gladstein & Isaac?

MS. KLEIN: Objection to the form of the question.

Q. What areas of practice did you, Gladstein & Isaac, practice in?

A. Overwhelmingly we did defense work for insurance companies and self insured

1 Gladstein

2 organizations, which included representing
3 insurance companies on insurance coverage
4 disputes and we, for awhile, did handle an
5 occasional plaintiff's case as long as there
6 was no possibility of a conflict of interest
7 being involved.

8 Q. Can you explain what a conflict of
9 interest is as a defense attorney?

10 A. Well, we certainly would not
11 accept any case where any of the insurance
12 carriers we represented or any of the
13 insurance carriers who were affiliated with
14 carriers we represented were involved.

15 Q. What percentage of your business
16 was defense work?

17 A. Less than 10 percent.

18 Q. Defense work, insurance defense
19 work?

20 A. Oh, insurance defense work,
21 including coverage work represented at least
22 90 percent of the business.

23 Q. What did 10 percent consist of?

24 A. The occasional plaintiff's case.

25 Q. Who did the plaintiffs work at

1 Gladstein

2 Gladstein & Isaac?

3 MS. KLEIN: What time period?

4 Q. -- prior to the dissolution of
5 Gladstein & Isaac?

6 MS. KLEIN: Immediately prior?

7 MR. JONES: Let's say the last ten
8 years.

9 MS. KLEIN: Objection.

10 A. Most of the plaintiffs' work we
11 referred to a lawyer who at one time worked
12 for us, but who in later years became a
13 tenant of ours, in our offices, Ronald
14 Berman, and he, we referred virtually all of
15 the plaintiffs' work to him, except Allen
16 Issac would on occasion get a matter where
17 there was --

18 If there was no conflict, he would
19 handle it at the time. It would be given to
20 him when it would come on for trial and he
21 would go in and try to dispose of the case at
22 that time.

23 Q. He would be trial counsel with
24 some plaintiffs work in your office?

25 A. He would be trial counsel actually

1 Gladstein

2 on our own cases that Ron Berman had been
3 handling and I believe he did at least one
4 case I know of where we were retained by his
5 son's office some case against a bus accident
6 of some sort that I know he took on as trial
7 counsel.

8 He filed the appropriate papers
9 and that was the only case that I know of
10 that he handled for his son's office as trial
11 counsel.

12 Q. From the plaintiffs' work that you
13 did, did you get legal fees from that work?
14 From the partners or employees that referred
15 them to the office, did Gladstein & Isaac get
16 legal fees or referral fees?

17 MS. KLEIN: Objection to the form.

18 A. Only if it was a case that either
19 he brought in or Allen Issac brought in, any
20 of the other attorneys who brought in
21 plaintiffs' cases, I told them that they
22 could refer them to Ronald Berman to handle,
23 and if they were to get any part of the fee,
24 it belonged to them.

25 It had nothing to do with the

1 Gladstein

2 firm.

3 Q. So, if you or Allen Issac brought
4 in a case, the firm took a fee --

5 A. And a referral fee from Ronald
6 Berman. If it was any of the other
7 attorneys, they were instructed not to handle
8 them. They should turn them over to either
9 Mr. Berman or anyone they wanted to. Any fee
10 they would get out of it would belong to the
11 individual attorney.

12 Q. The firm that would receive the
13 fee from a referral of a plaintiff's case
14 would be Gladstein & Isaac from the referral
15 from Harvey Gladstein and/or Allen Issac?

16 MS. KLEIN: If they were a client,
17 yes.

18 MR. JONES: If they were a client,
19 yes.

20 Q. Prior to the dissolution of
21 Gladstein & Isaac, you indicated there were
22 two equity partners at Gladstein & Isaac, and
23 there were non equity partners?

24 A. Correct.

25 Q. Can either of those, that is the

1 Gladstein

2 equity partner or non equity partner, bind
3 Gladstein & Issac to a contract?

4 A. Only the equity partners could.

5 Q. How did the equity partners bind
6 Gladstein & Isaac to a contract?

7 A. By signing the firm name and their
8 individual name.

9 Q. So, an individual equity partner
10 can bind Gladstein & Isaac to a contract?

11 A. Yes, if there was a signed
12 agreement, they could.

13 Q. Can an equity partner unilaterally
14 retain a client?

15 A. I am assuming they could as long
16 as the other equity partner was told about it
17 or notified and agreed. I don't think I ever
18 bound the firm to any contract without
19 letting Mr. Issac know about it prior to my
20 binding the firm.

21 Q. No, you didn't answer my question.
22 Can an equity partner unilaterally retain a
23 client for Gladstein & Isaac?

24 A. I am not that familiar with
25 partnership law, but I would assume that

1 Gladstein

2 partnership law would indicate that an equity
3 partner couldn't bind the firm.

4 Q. Is that what occurred at Gladstein
5 & Issac prior to the dissolution?

6 MS. KLEIN: Objection to the form.

7 A. Neither one of us, to my
8 knowledge, would ever bind a firm without
9 discussing it with the other.

10 Q. That happened a hundred percent of
11 the time?

12 A. To my knowledge it did.

13 Q. Did you ever bind, retain a client
14 without discussing with Allen Issac?

15 A. No.

16 Q. Do you know if Allen Issac ever
17 retained a client without discussing it with
18 you?

19 A. Not to my knowledge.

20 Q. How did Gladstein & Issac retain
21 its clients?

22 MS. KLEIN: Objection to the form.

23 A. If it were an organization we were
24 going to be doing defense work with --

25 Q. Withdrawn. Let me be specific to

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Gladstein

defense work. How did Gladstein & Isaac retain its defense work clients?

MS. KLEIN: Objection to the form.

A. If we solicited work with a particular carrier or a self insured and they decided that they were going to use us, the organizations that we were going to retain simply wanted a letter from us indicating what other few charges would be for attorneys and paralegals, and they would normally send us their guidelines as to how they wanted their matters handled and what they would be willing to pay for and what they felt should be billed for.

Q. How did Gladstein & Isaac retain its personal injury clients that you did?

MS. KLEIN: Objection to the form.

A. If we retained a personal injury client, we would have a client sign a basic form retainer.

We would then file a notice with the appropriate court authorities indicating that we were representing this particular person.

1 Gladstein

2 Q. How about when Gladstein & Issac
3 was retained as trial counsel for plaintiff's
4 case?

5 MS. KLEIN: I believe that's what
6 he just answered.

7 MR. JONES: No, no, no.

8 A. If we were retained as trial
9 counsel, we would file a statement as to the
10 retainer with the appropriate Court
11 authorities.

12 Q. So, would they sign a retainer?

13 A. Would they what?

14 Q. Sign a retainer, that is the
15 contract-binding client and --

16 A. If it was just for trial purposes,
17 the client would not sign a retainer, the
18 referring law firm would send a letter
19 indicating that they wanted to retain the
20 firm as trial counsel which didn't happen
21 that often, but when it did, based on that
22 letter, we would file a statement as to a
23 retainer with the Court authorities.

24 Q. Did you get that letter from PPID
25 that the -- and PPID being the acronym I

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Gladstein

created for Pollack, Pollack, regarding Luisa Esposito?

A. Not to my knowledge.

(A recess was taken.)

Q. When Gladstein & Isaac did plaintiffs' work, was it Gladstein and Isaac's practice to file retainer statements with the Office of Court Administration?

A. Yes.

Q. Why is that?

A. Because we were required to let the Office of Court Administration know that we were representing a plaintiff or even if we were going to refer it, as I said, to another attorney, we would still have to file since we were going to be getting part of the fee.

Q. When Gladstein & Isaac did plaintiffs' work, was it Gladstein and Isaac's practice to file retainer closing statements with Office of Court Administration at the conclusion of the representation of a client?

A. Yes.

1 Gladstein

2 Q. Again, why?

3 A. Because we were required to by the
4 courts.

5 Q. Was a retainer statement, opening
6 retainer statement ever filed for Luisa
7 Esposito?

8 A. No. Not by the firm.

9 Q. Not by Gladstein & Isaac? Was a
10 closing statement ever filed by Gladstein &
11 Isaac for Luisa Esposito?

12 A. No.

13 Q. Was Luisa Esposito ever in the
14 offices of Gladstein & Isaac on July 8, 2005?

15 MS. KLEIN: Objection.

16 A. I have no way of knowing. Could
17 you tell me what day of the week it was?

18 Q. No. I just have the date July 8,
19 2005.

20 A. I don't even know if I was in the
21 office that day.

22 Q. Okay. That's a question you can
23 answer the best you can.

24 How about September 16, 2005.

25 A. Same answer. I have no way of

1 Gladstein

2 knowing. I never knew of her being in the
3 office.

4 Q. October 8, 2005.

5 A. Same.

6 Q. Do you know if Luisa Esposito was
7 ever in the office of Gladstein & Isaac in
8 any part of 2005?

9 A. Only by the television report on
10 Channel 5 news where I recognized the library
11 and saw the reflection of Mr. Issac in the
12 glass on top of the library table.

13 Q. Is there any reason why no
14 retainer statement on opening or closing was
15 not filed for Luisa Esposito?

16 A. Because she was never a client of
17 the firm.

18 Q. And the firm being Gladstein &
19 Isaac?

20 A. Correct.

21 Q. So you never received a retainer
22 statement number for Luisa Esposito for
23 opening statement?

24 A. We never received.

25 Q. You never received a closing

1 Gladstein

2 statement retainer number?

3 A. We never did.

4 Q. Was there a file at Gladstein &
5 Isaac for Luisa Esposito?

6 A. Not to my knowledge.

7 Q. Did Allen Issac keep a file for
8 Luisa Esposito?

9 A. I have no way of knowing what he
10 did with regard to that matter.

11 Q. In a plaintiff's case, if the case
12 is transferred out of your office, do you
13 keep a copy of the file?

14 MS. KLEIN: Objection just to the
15 extent you are calling for speculation.

16 MR. JONES: He does plaintiffs'
17 work as --

18 MS. KLEIN: I am saying as --

19 MR. JONES: He says he does
20 plaintiffs' work.

21 MS. KLEIN: You haven't
22 established there was anything ever
23 transferred out.

24 MR. JONES: I am asking if there
25 was a case that is transferred out.

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Gladstein

MS. KLEIN: That is assuming that there is a case transferred out, so you are going to have to lay the foundation. You just answered your own question.

MR. JONES: I don't agree with that but -- just to move on.

Q. You previously testified that your office does plaintiffs' work, is that correct?

A. No. I testified to the fact that we would occasionally be retained in a plaintiff's matter which we would then refer out to other counsel.

Q. But you also said that you did work if you or Mr. Issac retained a plaintiff's case?

A. No. I didn't say we did work on it. I didn't work on it. I would immediately refer it out after being retained and interviewing the plaintiff.

I would then refer the case out and didn't, did not do work on it.

Q. Other than that scenario, would you copy a copy of the file?

1 Gladstein

2 A. No.

3 Q. You would not keep a copy of the
4 file?

5 A. No.

6 Q. If you didn't keep a copy of the
7 file, would there be any reason you would
8 just keep the medical records of the file?

9 A. No.

10 Q. You would not?

11 A. No. I would keep a copy of the
12 retainer and a copy of the document we filed
13 with the Office of Court Administration and I
14 might contact the attorney I referred it to.

15 Q. Is there any reason why --

16 A. I would contact the attorney
17 possibly annually to find out the status of
18 the case, but otherwise I might not even do
19 that.

20 It would simply -- I might hear
21 from the attorney who is handling it, discuss
22 the case with me, but that's it.

23 Q. Why is it that you would not keep
24 the medical records of the file that you
25 referred out?

1 Gladstein

2 A. Because if we were not handling
3 the file, there would be no reason for us to
4 maintain a file that we had referred to other
5 counsel, that I did not necessarily want a
6 plaintiff's file in the office since we
7 weren't handling it.

8 Q. Are there copies of Luisa
9 Esposito's medical records at Gladstein &
10 Isaac prior to the dissolution?

11 A. No.

12 Q. Did you as the managing attorney
13 assign clients to attorneys?

14 A. I would assign matters that came
15 into the office to attorneys.

16 Q. Because you were the managing
17 attorney?

18 A. That's correct.

19 Q. Mr. Issac, did he assign cases to
20 attorneys?

21 A. No.

22 Q. You would also do the same for
23 staff, right, assign cases to your staff?

24 MS. KLEIN: Objection to the
25 question.

1 Gladstein

2 A. Once I assigned a file to the
3 attorney, the attorney, each attorney knew
4 who their secretary would be and then we had
5 support staff that they used as needed.

6 Q. I am a small practitioner. I
7 don't get those luxuries.

8 How were clients assigned to the
9 equity partners at Gladstein & Isaac?

10 MS. KLEIN: Objection just to the
11 form.

12 A. Files were assigned by me to
13 whichever attorney I felt should handle it.
14 None were assigned by me to Mr. Issac since
15 he did not do any of the preliminary work on
16 any file.

17 He ran the courts and in addition
18 he assigned the attorneys to handle
19 depositions and any other matters, but he did
20 not handle any of the files until they
21 reached a stage of this having to go to
22 court.

23 Q. Did you pay bonuses at Gladstein &
24 Isaac?

25 A. Yes.

1 Gladstein

2 Q. Bonuses, cash bonuses?

3 MS. KLEIN: Objection to the form.

4 Q. Did you determine the bonuses of
5 both you and Mr. Issac?

6 MS. KLEIN: Objection, it is
7 compounded. You don't have a time
8 period.

9 Q. The last ten years of Gladstein &
10 Isaac.

11 MS. KLEIN: Objection to form.

12 A. I would normally indicate what I
13 thought the bonuses should be. I would show
14 them to Mr. Issac. He, as far as I know,
15 never disagreed with whatever I indicated the
16 bonuses should be.

17 Q. Did the equity partners get a
18 bonus at Gladstein & Issac in the last ten
19 years?

20 MS. KLEIN: Objection to the form.

21 A. No.

22 Q. So, your only compensation at
23 Gladstein & Issac was the draw?

24 A. No. No. We occasionally would
25 take out a lump sum if we felt there was

1 Gladstein
2 enough money for the firm to function
3 properly, and we would take out, in addition
4 to what our draw was, some additional money
5 if we felt it was available.

6 Q. Did Gladstein & Isaac partners
7 divide profits, equity partners?

8 MS. KLEIN: Again, objection just
9 to the time period.

10 Q. Last ten years.

11 A. We didn't designate anything as
12 profits. We divided whatever was drawn for
13 one partner would be drawn for the other.

14 Q. Is your profit to the partners
15 the same as a bonus?

16 MS. KLEIN: Objection.

17 A. No.

18 Q. Did Gladstein & Isaac have a
19 pension?

20 A. We did for many years and we
21 discontinued it at one point. It was too
22 expensive to continue.

23 Q. Trust me, I know it as a small
24 business person.

25 Do you have a 401(k)?

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Gladstein

MS. KLEIN: Objection, again, to the time period.

Q. Last ten years. Everything I say is with regard to the last ten years.

A. There was a 401(k). It still exists but we have not put any money into it in a long time. Employees who are part of it are entitled to put money in themselves.

Some years ago we stopped putting money into the 401(k).

Q. I think you just added to that, but I just want to clarify it. Did the partners participate in the pension in the last ten years, the equity partners?

A. I think the pension plan was discontinued longer ago than that, so we would not have participated.

Q. You indicated earlier that you were served with process in this lawsuit, is that correct?

A. Actually it was served on the receptionist, but I was in the office at the time and she asked me if she should accept it and I told her yes.

1 Gladstein

2 Q. The office being Gladstein & Issac
3 at 110 Wall Street?

4 A. Right. At the time it was served,
5 we were not Gladstein & Issac. At the time
6 it was served, it was Harvey Gladstein and
7 Partners, but I accepted on my own behalf and
8 on behalf of the partnership.

9 I did not accept service on behalf
10 of Mr. Issac.

11 Q. That is Mr. Issac personally?

12 A. I accepted the service on me
13 personally and I accepted for the firm.

14 Q. Right, but that would be also Mr.
15 Issac as partner --

16 A. In the firm, yes.

17 Q. Did any employee ever in the
18 history of Gladstein & Isaac sue Gladstein &
19 Issac for any reason?

20 MS. KLEIN: Objection, just to the
21 extent that you are going beyond what
22 the Court has ordered parameters of the
23 discovery to be.

24 I will let him answer, but again,
25 I am going to point out you are going

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Gladstein

beyond what the court is allowing, so I will --

MR. JONES: Educate me. Do you have something you want to read?

MS. KLEIN: I have a lot of things from this case. The Court limited everything relating to complaints and things of that sort for particular periods to -- well, it depends on what the question is that. You are asking between 2000 and 2005. The Court specifically narrowed the request.

MR. JONES: Do you mind showing that to me, please?

This is a copy, and this is the transcript which deals with the general subject matters.

(Handing.)

MS. KLEIN: Let me just see that. I just want to make sure there are no notes.

(Pause.)

MS. KLEIN: There are. I have notes all over this. I will have to get

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Gladstein

you -- you will have to get your own copy but -- it is this portion. It is just the beginning. That is the Judge's order.

MR. JONES: I don't have this on me. May I get a copy of this page, please?

MS. KLEIN: You can use that right now.

MR. JONES: I thought you didn't want me to see your notes.

MS. KLEIN: Just use that page. I will make a copy of it when my secretary gets back.

MR. JONES: I will leave it right here.

Q. I am going to limit the time period pursuant to the Court order to 2000 and 2005. If you don't mind, I am going to read from the order and ask you to answer from there.

Did any employee in the history of Gladstein & Issac sue Gladstein & Isaac for any reason that has to do with complaints of

1 Gladstein

2 sexual harassment, sexual battery, sexual
3 coercion or sexual assault either of a
4 criminal or civil nature made by female
5 complainant (client, employee or intern) for
6 the period of 2000 through 2005?

7 A. No.

8 Q. From the period of 2000 to 2005,
9 did any lawsuit accuse any partner of sexual
10 harassment/assault of Gladstein & Isaac?

11 A. No.

12 Q. Between the period of 2000 and
13 2005, was there any lawsuit that named you
14 personally for sexual harassment or assault?

15 A. No.

16 Q. That is other than Luisa Esposito.
17 Other than Luisa Esposito?

18 A. I didn't know about that until
19 sometime in 2006.

20 Q. Between 2000 and 2005, were there
21 any lawsuits by client other than Luisa
22 Esposito filed against Gladstein & Isaac?

23 A. No.

24 Q. Between 2000 and 2005, did any
25 lawsuit name Allen Issac as the offending

1 Gladstein

2 partner other than the Luisa Esposito case?

3 A. No. No suits that I knew.

4 Q. Did employees of Gladstein &
5 Isaac, as a matter of practice, cover work of
6 another staff member when the assigned staff
7 member was sick?

8 A. Yes.

9 MS. KLEIN: Objection to the form.

10 Q. On vacation?

11 A. Yes.

12 Q. Jury duty?

13 A. Yes.

14 Q. Absent for reasons other than the
15 previous ones that I told you, for any reason
16 other than sick, on vacation or jury duty?

17 A. I might assign one of the
18 attorneys to cover another attorney's file if
19 the attorney was out on trial for a
20 particular length of time or was out for any
21 of the reasons you've already stated.

22 Q. How were court appearances
23 assigned to attorneys?

24 MS. KLEIN: Again, objection, just
25 to a time period.

1 Gladstein

2 MR. JONES: Why don't we stick
3 to -- I don't think the court limits me
4 to this, 2000 to 2005.

5 MS. KLEIN: Essentially all the
6 policies and practices related to
7 Gladstein & Isaac, Judge Singh allowed
8 you to go back to 2000.

9 Q. Okay, 2000.

10 A. Court assignments were made by Mr.
11 Issac and he also made assignments of which
12 attorney would handle depositions or other
13 hearings.

14 Q. How were court appearances
15 assigned to partners in this case, equity
16 partners?

17 MS. KLEIN: Again for the relevant
18 time period.

19 MR. JONES: For the relevant time
20 period, that would be 2000-2005.

21 A. I never went to court.

22 MS. KLEIN: It was assigned that
23 way, I never go to court.

24 Q. If you could not make an
25 appearance or a meeting, who covered for you?

1 Gladstein

2 A. Since I had no appearances
3 assigned for me, nobody.

4 Q. Or a meeting? If you had a
5 meeting with a client or a non court
6 appearance --

7 MS. KLEIN: Objection to the form.
8 It's too vague.

9 A. If I had an appointment, I would
10 simply arrange to change the time of the
11 appointment. Nobody covered anything for me.

12 Q. Mr. Issac never covered anything
13 for you?

14 A. No.

15 Q. That is between 2000 and 2005?

16 A. He never covered anything for me,
17 period, at any time.

18 Q. Did you ever cover for Allen Issac
19 between 2000 and 2005?

20 A. No.

21 Q. At 110 Wall Street, again 2000 to
22 2005, did you have a lock on your door?

23 A. No.

24 Q. Did anyone in your office have a
25 lock on their door?

1 Gladstein

2 A. Not to my knowledge. They may
3 have, but I don't recall any of the lawyers
4 having a lock on their door. I am not sure
5 about Mr. Isaac's office, whether he had a
6 lock or not.

7 Q. Did Allen Issac have a lock on his
8 door?

9 MS. KLEIN: I believe the witness
10 just testified.

11 A. I don't recall whether he did or
12 he didn't.

13 MR. JONES: I want to stop here,
14 okay?

15 MS. KLEIN: Sure.

16 (A luncheon recess was taken, time
17 noted 2:18 p.m..)

18 (Afternoon session, time noted
19 2:35 p.m..)

20 BY MR. JONES:

21 Q. You previously testified prior to
22 our break that you are not aware whether Mr.
23 Issac has a lock on his door.

24 You have been in his office
25 before, right?

1 Gladstein

2 A. Many times.

3 Q. You never noticed whether there
4 was a lock on his door at that time?

5 A. No. If his door was ever closed I
6 would basically just knock and walk in.

7 Q. Are you aware of whether Mr. Issac
8 is married or not?

9 A. Yes, I am aware that he is
10 married.

11 Q. He is married.
12 Do you know his wife's name?

13 A. Marsha.

14 Q. Does he have any children?

15 A. He has three sons.

16 Q. What are their names?

17 A. Brian, Steven and I think -- I
18 don't think. I am not sure of the third.

19 Q. Brian is Brian Issac of PPID?

20 A. Yes.

21 Q. And Brian is an attorney?

22 A. He is.

23 Q. And currently.

24 MS. KLEIN: To the extent he
25 knows.

1 Gladstein

2 Q. To the extent he knows.

3 Brian is an attorney?

4 A. Yes.

5 Q. Do you know, does Issac have a
6 daughter named Liza?

7 A. He has no daughters as far as I
8 know.

9 Q. The three sons that you listed as
10 Mr. Allen's children, they are with his wife,
11 right?

12 A. As far as I know.

13 Q. Did Erica Zorn ever work for
14 Gladstein & Isaac?

15 A. I don't remember the last name,
16 but we had an intern, I believe, by the name
17 of Erica one summer.

18 Q. That intern, you don't recall her
19 last name?

20 A. No. I don't.

21 Q. Did that intern, Erica, ever
22 complain to you or the office manager
23 regarding Mr. Isaac's inappropriate touching?

24 A. No.

25 MR. HURWIT: Objection to form.

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Gladstein

MR. JONES: That is not your client, so you can't object.

MR. HURWIT: I can object, but --

Q. Did Mr. Issac ever have an affair with anyone in your office?

A. Not to my knowledge.

Q. Did he have an affair with anyone outside of the office that you are aware of?

A. I certainly have no knowledge of his outside activities.

Q. Did Mr. Issac ever have prostitutes visit his office?

A. Not to my knowledge.

Q. Did there ever come a time when you heard of my client Luisa Esposito?

A. The first time I heard her name was when I, I guess it was the Tuesday, as I said, after Martin Luther King weekend in January 2006 when I questioned him about the phone call he made to me the previous Friday afternoon.

I asked him, "Who is this lady?" I said, "What is her name?" He said to me "Esposito." He didn't give me a first name.

1 Gladstein

2 He said, "That's all I am telling you. You
3 have nothing to do with this. It's none of
4 your business."

5 And that allowed me to check for
6 the name among the files and records in the
7 office and I found nothing under that name.

8 Q. Were you aware that Allen Isaac
9 sexually abused Miss Esposito in the offices
10 of Gladstein & Isaac in 2005?

11 MS. KLEIN: Objection to the form
12 of the question on a million different
13 bases. It calls for speculation. It
14 calls for --

15 MR. JONES: He knows or he doesn't
16 know.

17 MR. HURWIT: Same objection.

18 A. Until I viewed the tape of that,
19 of a Wednesday night Channel 5 news show,
20 which would have been sometime in late
21 January, the first I knew about it, the claim
22 anyway.

23 Q. Did there ever come a time that
24 you learned about Allen Isaac sexually
25 abusing Luisa Esposito at the offices of

1 Gladstein

2 Gladstein & Isaac?

3 MS. KLEIN: Objection again as to
4 the form.

5 MR. HURWIT: Same objection.

6 A. As I indicated, when I saw the
7 tape of the Wednesday night segment of the
8 Channel 5 news which I didn't see until
9 Thursday evening.

10 Q. I am sorry, you didn't give a
11 date. Thursday of what --

12 A. It would have been probably the
13 last Thursday in January, whatever that date
14 was, is when I saw the tape of the previous
15 night's show and then I saw the Thursday
16 night segment on -- I watched Channel 5 news
17 at 10:00 Thursday night and saw the second
18 segment.

19 Q. Mr. Allen Issac never told you
20 about the grievance complaint filed by Luisa
21 Esposito?

22 A. No, he did not, until, I guess,
23 that Thursday or, actually, it was Thursday
24 morning before I saw the show. I had heard
25 about what had happened because I received a

1 Gladstein

2 call for that night, Wednesday night, after
3 the show.

4 I spoke to our office manager who
5 had called my daughter to ask her whether it
6 would be all right to call me at home about
7 what she had just seen on Channel 5 news.
8 I said to my daughter I will call Margie,
9 which I did, must have been near eleven
10 o'clock at night that Wednesday night.

11 I called Margie Sanchez, the
12 office manager, and said to her that "My
13 daughter just called to say you saw something
14 about Allen Issac on the 10:00 news.

15 "What did you see?"

16 She told me she saw this segment
17 on the news about Allen being charged with
18 sexually harassing some woman.

19 Q. Was that woman Luisa Esposito?

20 A. It turned out when you saw the
21 tape, it was Miss Esposito or Mrs. Esposito.
22 Mrs. or Miss, but again, I got her name for
23 the first time when I went into Mr. Issac on
24 Thursday morning, but he only gave me her
25 last name at that time.

1 Gladstein

2 Q. Were you ever contacted by the
3 Manhattan District Attorney's Office
4 regarding Allen Issac and Luisa Esposito?

5 A. No.

6 Q. Did any investigator from any
7 office contact you?

8 A. No. I was contacted by a lady
9 from the Disciplinary Committee who came in
10 to speak to me and asked if I would be
11 willing to testify at the proceedings, and I
12 told her not unless I was subpoenaed.

13 Q. Was that Naomi Goldstein?

14 A. Could have been. I don't remember
15 her name. Very nice lady came in, spoke to
16 me about it, and I said, "If you want me
17 there, you will have to subpoena me. I won't
18 go voluntarily."

19 Q. Other than dissolving the
20 partnership, is there anything you did
21 regarding the Luisa Esposito case when you
22 heard about it at Gladstein & Isaac?

23 A. Yes. I called my insurance agent
24 to make sure I reported what I had learned.

25 Q. And you previously testified you

1 Gladstein
2 contacted your lawyer also?

3 A. Well, I had contacted my lawyer
4 first.

5 MS. KLEIN: About the dissolution?

6 THE WITNESS: No, about what
7 occurred and she is the one that said
8 "Then you've got to immediately dissolve
9 the firm," and I followed her advice and
10 that was when she prepared a letter -- I
11 said it's probable or possible that
12 Allen won't agree to dissolve the firm,
13 so she then prepared this letter for me
14 to hand to him in the event he refused
15 to dissolve the firm.

16 Q. Now, you previously testified that
17 Mr. Isaac removed his furniture out of his
18 office.

19 The only reason it was removed was
20 at your behest, is that correct?

21 A. I said to him if you want your
22 furniture, arrange to get it, otherwise leave
23 it here. But if you want it, arrange for a
24 mover to contact the building as to when they
25 can pick it up.

1 Gladstein

2 Q. Was it, in fact, removed?

3 A. Oh yes.

4 Q. Were you aware that this may have
5 been a crime scene?

6 A. No.

7 Q. Isn't that an issue?

8 A. I have no idea.

9 Q. Did the Police Department ever
10 contact you?

11 A. I never heard from the Police
12 Department. I never heard from the D.A.'s
13 office.

14 Q. Do you know where the furniture is
15 now?

16 A. I have no idea where he had it
17 delivered to.

18 Q. Is your testimony that Mr. Issac
19 has the office furniture from Gladstein &
20 Isaac?

21 MS. KLEIN: Objection, that's not
22 what he testified.

23 A. He has the office furniture from
24 his office, not Gladstein & Isaac.

25 Q. Yes.

1 Gladstein

2 MS. KLEIN: Not then, when he took
3 it.

4 A. Yes, when he took it. He arranged
5 for movers to come in and took everything out
6 of his office.

7 Q. Did you and Mr. Issac ever go to
8 each other's homes during --

9 A. Yes, I was at his home prior to
10 our becoming partners to meet with him to
11 discuss the possibility of partnership that
12 would have been in 1966.

13 Q. That would be in Long Island?

14 A. In whatever section he lived in,
15 Woodmere or North Woodmere.

16 Q. Nassau County, sorry.

17 A. Nassau County.

18 Q. You can't call it long, so he was
19 living in Woodmere in 1966?

20 A. Yes.

21 Q. That was the only time you went to
22 his home?

23 A. Yes. I don't think I was ever
24 there other than that.

25 Q. Did he ever come to your home?

1 Gladstein

2 A. He came to my apartment following
3 my wife's death during what we call the Shiva
4 period.

5 Q. I know about that.

6 A. He came to my apartment at that
7 time. Other than that, he never came to my
8 apartment.

9 Q. I went to Yeshiva, so I know about
10 that.

11 So that is the only time he went
12 to your house?

13 A. Yes.

14 Q. That is the house on Sutton Place?

15 A. Sutton Place South, yes.

16 Q. You have lived in that house how
17 long, that apartment?

18 A. Since 1988.

19 Q. Prior to 1988, where did you live
20 at?

21 A. I lived in Brooklyn on East 24th
22 Street.

23 Q. Was that Flatbush?

24 A. Midwood section, part of Flatbush.

25 Q. Did he ever come to your house in

1 Gladstein

2 Midwood?

3 A. No.

4 Q. Did Allen Issac make inappropriate
5 conduct with women in your office?

6 A. Not to my knowledge.

7 MS. KLEIN: Objection to the form
8 of the question.

9 Q. Did he make unwanted sexual
10 advances with women other than his wife that
11 you are aware of?

12 A. Not that I am aware of.

13 Q. Was Brian Issac on Gladstein &
14 Isaac letterhead?

15 MS. KLEIN: Objection just as to
16 the time frame.

17 A. He actually worked for the firm
18 for about three years when he was -- shortly
19 after he was admitted and before he became
20 partner in this other firm. He worked for
21 our firm for about three years.

22 Q. Between 2000 and 2005, between
23 2000 and up to the dissolution of Gladstein &
24 Isaac, was Brian Issac on Gladstein & Isaac's
25 letterhead?

1 Gladstein

2 A. I don't believe so. He might have
3 been listed as Appellate counsel for a short
4 time, but I am not sure of that. I don't
5 recall that, because he did do some appeals
6 work for the office.

7 (Stationary with letterhead of
8 Gladstein & Isaac was marked as
9 Plaintiff's Exhibit 9.)

10 Q. By the way, Mr. Gladstein, can you
11 please identify Plaintiff's 9?

12 A. It is a piece of stationary from
13 Gladstein & Isaac dated September '05 which
14 does list Brian J. Issac as counsel.

15 Q. Does that look like the letterhead
16 of Gladstein & Isaac?

17 A. It does.

18 Q. What does it mean for Brian Issac
19 to be counsel, I assume, to --

20 A. He did handle Appellate work for
21 the office, but not in the office. The
22 matter was referred to him and he handled it,
23 the appeal out of his office.

24 Q. Was he partner at the time at PPID
25 which we said was Pollack, Pollack --

1 Gladstein

2 A. I believe he was.

3 Q. Is there any reason why the other
4 PPID attorneys are not listed on the
5 letterhead?

6 A. Because none of them did any work
7 for us at all, and Brian did only some
8 appeals work for our firm.

9 Q. Who was Frank Cerra?

10 A. Who?

11 Q. Do you know a Frank Cerra?

12 A. This was a Frank that worked for
13 the office possibly as a calendar clerk for
14 awhile but not very long if it's the Frank I
15 am thinking of. I don't know his last name.

16 Q. Is he currently working for
17 Gladstein --

18 A. Gladstein, Keane and Partners, no.
19 He was let go long before the Gladstein &
20 Isaac firm was dissolved. He wasn't really
21 there very long when he was let go.

22 MR. HURWIT: Do you have a
23 spelling for the last name?

24 MR. JONES: Yes. F R A N K, last
25 name C E R R A.

1 Gladstein

2 Q. With that spelling, does that
3 refresh your recollection?

4 A. No, other than the fact I remember
5 that we had a Frank who was a calendar clerk
6 that wasn't with us very long because the job
7 wasn't being done properly.

8 Q. Are you aware that a Frank Cerra
9 witnessed Mr. Issac grabbing Miss Esposito's
10 buttocks at the law office of Gladstein &
11 Isaac?

12 A. No.

13 Q. Who is Juan Valentine?

14 A. Juan.

15 Q. Help me spell it for the record,
16 please?

17 A. J U A N, Valentine,
18 V A L E N T I N E. He was a file clerk for
19 quite a few years at the firm.

20 Q. How long?

21 A. If I had to guess, five years.

22 Q. When was he last there?

23 A. I don't remember the year, but it
24 would have been before 2005 that he was -- he
25 left to take a job as a doorman at a luxury

1 Gladstein

2 condominium building.

3 Q. So, Juan is not currently working
4 for you?

5 A. No, he is not.

6 Q. Was he working at Gladstein &
7 Issac at the time of the dissolution of
8 Gladstein & Issac?

9 A. I don't believe so. He may have
10 been, but I really don't believe so. I don't
11 know when he left.

12 Q. Did Juan ever tell you about
13 inappropriate conduct by Allen Issac?

14 A. No.

15 Q. Did Juan Valentine ever do any
16 work for Allen Issac during the years he
17 worked there?

18 A. Probably brought in files, which
19 was his job.

20 Q. You previously testified that you
21 were subpoenaed for the Departmental
22 Disciplinary Committee to testify at the case
23 of Allen Issac?

24 A. That's correct.

25 Q. How long did you testify for?

1 Gladstein

2 Half a day, day, quarter of a day?

3 A. Probably a half hour.

4 (Transcript of Department
5 Disciplinary Hearing was marked as
6 Plaintiff's Exhibit 10.)

7 MS. KLEIN: What is this?

8 MR. JONES: The transcript of the
9 Departmental Disciplinary Hearing.

10 MS. KLEIN: Transcript of what, of
11 the whole proceeding?

12 MR. JONES: Of Mr. Gladstein's
13 testimony along with Judge Davis.

14 MS. KLEIN: Where does this come
15 from?

16 MR. JONES: The DDC.

17 MS. KLEIN: You got this from the
18 DDC?

19 MR. JONES: Yes. That is public.

20 MR. HURWIT: That is the
21 transcript of -- give me the date and
22 the page numbers.

23 MR. JONES: Tuesday March 8, 2008.

24 Q. Mr. Gladstein, when you testified
25 at the Departmental Disciplinary Hearing in

1 Gladstein

2 the case of Allen Issac, or in the matter of
3 Allen H. Issac, was there a court reporter
4 present?

5 A. I believe so.

6 Q. As far as you know, a transcript
7 was taken of your testimony?

8 A. Yes.

9 Q. I asked you before approximately
10 how long you had spoken. Do you want to
11 refresh your recollection?

12 A. It might have been more like an
13 hour rather than a half hour, but I know that
14 I got a little emotional with regard to
15 emotional matters, or I got a little
16 emotional at one point when I felt Mr.
17 Isaac's attorney was going beyond where he
18 should.

19 Q. Just take a look at -- could you
20 just identify that, please?

21 MS. KLEIN: Did you ever review
22 the transcript after --

23 THE WITNESS: No.

24 MS. KLEIN: Have you ever been
25 asked to do an errata sheet?

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Gladstein

THE WITNESS: No, I have never
seen it.

MS. KLEIN: Just note on the
record the witness doesn't have any
first hand knowledge of what this is.

Q. And you were under oath the day of
the --

A. Yes.

Q. You have never seen the transcript
before?

A. I have never seen the transcript
before, to my recollection.

Q. I am sorry, Mr. Gladstein, but
were you represented by counsel at the --

A. No.

Q. You came pursuant to a subpoena,
right?

A. Pursuant to a subpoena, yes.

Q. Did Mr. Issac ever use personal
stationary in your office at Gladstein &
Isaac?

MS. KLEIN: Just to this witness'
knowledge.

Q. Yes, to your knowledge?

1 Gladstein

2 A. Not with my knowledge, no.

3 Q. Isn't there at some point that you
4 authorized Miss Ileana Filemeno to help Mr.
5 Issac change his personal letterhead?

6 A. No.

7 Q. Did you ever see a police report
8 regarding the Allen Issac and Miss Luisa
9 Esposito case?

10 A. No, unless it was shown to me at
11 the hearing, but I don't recall it.

12 Q. Did anyone call you from the
13 Police Department regarding Allen Issac and
14 Luisa Esposito?

15 A. No.

16 Q. Did a Detective Robert Arbuiso
17 from the Manhattan Special Victims Squad ever
18 contact you regarding Allen Issac and Luisa
19 Esposito?

20 A. No.

21 Q. Did Lisa Frio, an Assistant
22 District Attorney, ever contact you?

23 A. No.

24 Q. Did anyone from the New York
25 District Attorney's Office contact anyone at

1 Gladstein

2 your office, that is Gladstein & Issac,
3 regarding the Luisa Esposito and Allen Issac
4 matter?

5 MS. KLEIN: Objection to the form.

6 A. Not to my knowledge.

7 Q. Did Robert Arbuiso contact anyone
8 at Gladstein & Isaac other than yourself?

9 MS. KLEIN: Objection.

10 A. He never contacted me and I never
11 heard of him before, and I don't know of his
12 ever contacting anybody.

13 Q. Did you ever report Allen Issac to
14 the police regarding Luisa Esposito?

15 A. Did I?

16 Q. Yes.

17 A. No, I did not.

18 Q. That is upon hearing about --

19 A. No, I did not.

20 MR. JONES: I want to take a break
21 for a few minutes. I want to talk to
22 Luisa.

23 (A recess was taken.)

24 Q. Regarding Mr. Allen Isaac's
25 disciplinary hearing, do you know what

1 Gladstein

2 happened as a result of Mr. Isaac coming
3 before the Departmental Disciplinary
4 Committee?

5 MS. KLEIN: Whether he has first
6 hand knowledge of anything?

7 MR. JONES: Whatever, I --

8 A. I read about it in the Law
9 Journal.

10 Q. What exactly happened to Mr.
11 Issac, if you know?

12 A. From what I read in the Law
13 Journal, my recollection is that his license
14 was suspended for 6 months.

15 MS. KLEIN: Counsel, do you have
16 the rest of plaintiffs 9? This is
17 actually an incomplete document, I
18 realize.

19 MR. JONES: That is all I have.

20 MS. KLEIN: Just to note on the
21 record, where we have Plaintiff's 9, I
22 just realized this is an incomplete
23 document and we object to it, just to
24 the extent it is not complete.

25 MR. JONES: That is fine. We just

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Gladstein

wanted to identify the letterhead.

MS. KLEIN: That is a fax cover sheet.

MR. JONES: He said it was his fax letterhead. That is how his letterhead looked.

MS. ESPOSITO: Yes, this may have been when Issac was asking me for the graphic sex list. That may be part of that.

Q. While your attorney is going through that document, a quick question, are you aware that Mr. Isaac called Miss Esposito from the office phone?

A. No.

MS. KLEIN: Counsel, this appears to be two documents.

MR. JONES: That's actually how they gave it to me. It is the Official Suspension Order from the Grievance Committee. That's how they gave it to me.

MS. KLEIN: There is nothing here to indicate that these are continuous or

1 Gladstein

2 part of one document.

3 The numbers stop and start, so I
4 would suggest that they be marked as two
5 separate documents.

6 MR. JONES: Not that you are
7 wrong, this is how they gave it to me.

8 MS. KLEIN: I don't know how they
9 gave it to you. This witness can't
10 testify as to how they gave it to you.

11 MR. JONES: I just want to know --
12 I wanted the official one versus the
13 ones just put in from the computer.

14 MS. KLEIN: You can just ask him
15 right now whether he's read the
16 opinions. Then that is the end of it,
17 if he has or hasn't.

18 MR. JONES: All right, I will do
19 what you said and make two separate
20 exhibits. I would rather call it 11 and
21 11-A, if that's fine.

22 MS. KLEIN: That's fine. I just
23 want to establish that this witness has
24 no knowledge about them.

25 MR. HURWIT: May I see them?

1 Gladstein

2 MR. JONES: You didn't see them?

3 MR. HURWIT: No, but she made a
4 good point that they appear to be two
5 separate documents.

6 (Official Suspension Order from
7 the Grievance Committee were marked as
8 Plaintiffs 11 and 11-A.)

9 Q. Mr. Gladstein, have you ever seen
10 a copy of the Disciplinary Decision for Allen
11 Issac?

12 A. No.

13 Q. I present this to you for
14 identification, can you --

15 MS. KLEIN: Objection. He can't
16 identify it if he doesn't know it. Are
17 you asking if he's ever seen that
18 document before?

19 Q. Have you ever seen that document
20 before?

21 MR. HURWIT: What are you handing
22 him?

23 MR. JONES: 11 and 11-A, I am
24 sorry.

25 MS. KLEIN: Have you ever seen

1 Gladstein

2 11-A?

3 A. This is 11-A. I have never seen
4 that. I never saw the Appellate Division
5 decision. As I said, I read about it in the
6 Law Journal what the decision was, but I
7 never read the entire decision.

8 Q. You never read the entire decision
9 of Allen Issac, your partner of 39 and a half
10 years?

11 MS. KLEIN: He wasn't his partner
12 at the time.

13 MR. JONES: They were partners 39
14 and a half years.

15 Q. It didn't interest you what the
16 result that caused the breakup of your
17 partnership?

18 A. I read the short article in the
19 Law Journal that told me what they eventually
20 decided to do, and I had my own thoughts
21 about what they did, but I never read the
22 full decision.

23 Q. What were your thoughts about when
24 you read about Mr. Issac's Departmental
25 Disciplinary Committee?

1 Gladstein

2 A. I thought it was very limited with
3 regard to what they did about suspension for
4 six months if, in fact, he did everything
5 that he was -- what is claimed that he did.

6 Q. What did you say that you saw in
7 the Grievance Committee Decision?

8 A. I never saw the Grievance
9 Committee's Decision.

10 Q. When you dissolved Gladstein &
11 Isaac, how is the defendant, Gladstein &
12 Isaac, can they be held liable to Miss
13 Esposito if they don't exist?

14 MS. KLEIN: Objection. You can't
15 ask him a legal question.

16 MR. JONES: Of course I can. He
17 is a fifty year lawyer.

18 MS. KLEIN: You cannot. He is not
19 testifying in a legal capacity here.

20 MR. JONES: Of course I can, this
21 is what he does for a living.

22 MS. KLEIN: Absolutely not. I
23 won't allow him to testify. How can
24 Gladstein & Issac be held liable?

25 MR. JONES: That is not my

1 Gladstein

2 question.

3 MS. KLEIN: What is your question?

4 Q. You dissolved Gladstein & Isaac,
5 right?

6 A. Correct.

7 Q. In 2006.

8 There is a potential liability
9 that is on the horizon regarding Miss
10 Esposito?

11 A. Right.

12 Q. There is no entity now called
13 Gladstein & Issac?

14 A. Correct.

15 Q. So, what does the plaintiff have
16 to go after regarding Gladstein & Issac?

17 MS. KLEIN: Objection. I am not
18 going to let him answer that.

19 MR. JONES: Of course --

20 MS. KLEIN: You are calling for a
21 legal opinion.

22 MR. JONES: No, that is not a
23 legal opinion. First of all, he is a 50
24 year lawyer.

25 MS. KLEIN: It doesn't matter.

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Gladstein

MR. JONES: Oh, yeah? If you can't ask a lawyer who is practicing law for 50 years.

MS. KLEIN: You can ask him anything you want about the factual allegations that are in the complaint.

MR. JONES: The issue is we have a defendant that doesn't exist any more.

MS. KLEIN: And you will have to do some legal research on what, if anything, you can do with that.

MR. JONES: We are obligated to know what we can get from this entity right now.

MS. KLEIN: Right, you will have to read the statute.

MR. JONES: All right. I want to stop for the day and come back tomorrow.

MS. KLEIN: 10:00?

THE COURT: Yes.

(Time noted 4:03 p.m.)

(Transcript was continued on the next page for the signature of the witness, Mr. Harvey Gladstein.)

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Harvey Gladstein

Subscribed and sworn to
before me this ____ day
of _____, 2012.

Notary Public

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CERTIFICATION

I, Elizabeth W. Cruz, Certified
Shorthand Reporter and Notary Public for and
within the State of New York, do hereby
certify:

That the witness whose testimony as
herein set forth, was duly sworn by me; and
that the within transcript is a true record
of the testimony given by said witness.

I further certify that I am not related
to any of the parties to this action by blood
or marriage, and that I am in no way
interested in the outcome of this matter.

IN WITNESS WHEREOF, I have hereunto set
my hand this 25th day of November, 2012.

Elizabeth W. Cruz

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